

<i>SERFF Tracking Number:</i>	<i>HRTD-125704363</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ReliaStar Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39757</i>
<i>Company Tracking Number:</i>	<i>149990-08, ET AL</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>149990-08, et al</i>		
<i>Project Name/Number:</i>	<i>149990-08, et al/149990-08, et al</i>		

Filing at a Glance

Company: ReliaStar Life Insurance Company			
Product Name: 149990-08, et al	SERFF Tr Num: HRTD-125704363	State: ArkansasLH	
TOI: A02I Individual Annuities- Deferred Non-Variable	SERFF Status: Closed	State Tr Num: 39757	
Sub-TOI: A02I.003 Single Premium	Co Tr Num: 149990-08, ET AL	State Status: Approved-Closed	
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird	
	Authors: Patricia Smith, Paul Moreira	Disposition Date: 08/05/2008	
	Date Submitted: 07/28/2008	Disposition Status: Approved	
Implementation Date Requested: On Approval		Implementation Date:	
State Filing Description:			

General Information

Project Name: 149990-08, et al	Status of Filing in Domicile: Pending
Project Number: 149990-08, et al	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 08/05/2008	
State Status Changed: 08/05/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
RE:RELIASTAR LIFE INSURANCE COMPANY, NAIC #229-67105, FEIN # 41-0451140	
Form No. 149990-08 Individual Deferred Annuity Contract	
Form No. 149991-08 Individual Deferred Annuity Contract	

SERFF Tracking Number:	HRTD-125704363	State:	Arkansas
Filing Company:	ReliaStar Life Insurance Company	State Tracking Number:	39757
Company Tracking Number:	149990-08, ET AL		
TOI:	A021 Individual Annuities- Deferred Non-Variable	Sub-TOI:	A021.003 Single Premium
Product Name:	149990-08, et al		
Project Name/Number:	149990-08, et al/149990-08, et al		

On behalf of Reliastar Life Insurance Company, I am filing the above-mentioned forms for approval. These are new forms and are not intended to replace any other forms currently filed with your Department. We will apply our Company's normal underwriting rules without discrimination to all sales. Solicitation will be by Company representatives and by authorized broker dealers with whom the Company has selling agreements. The forms are in final printed form, subject to only minor modifications in paper size and stock, ink, border, company logo, adaptation to computer printing, and possible addition of a barcode.

Form Numbers 149990-08 and 149991-08 are individual deferred annuity contracts. These contracts were designed as single purchase payment annuities offering only fixed accumulation and fixed annuitization provisions. Form 149990-08 has designed to be used in the 403(b) market while Form 149991-08 was designed for use as a non qualified annuity or a traditional or ROTH IRA.

These contracts guarantee a fixed interest rate for the purchase payment for an initial guaranteed rate period of a stated period of time (currently 5 years) and also includes a guaranteed minimum interest rate throughout the accumulation period (i.e. prior to annuitization) in accordance with the 2003 version of the NAIC Model Standard Nonforfeiture Law for Individual Deferred Annuities (SNLIDA). We reserve the right to set contractual guaranteed minimum interest rates at a rate that is higher than the resulting SNLIDA rate. There is also a first year bonus rate (a "First Year Guaranteed Credited Interest Rate Enhancement") on the purchase payment.

The Fixed annuity application form 137354 previously approved by your department on 12/16/05 will be used for these contracts. The application may be completed and submitted to the Company in either a paper or an electronic format.

The submitted forms were designed to be as easy to read as possible. The Contract forms 149990-08 and 149991-08 including the Data Pages, have achieved Flesch reading ease scores of 50.0 and 50.4 respectively.

We would like to begin issuing these forms as soon as possible; therefore your earliest review would be appreciated. If there are any questions or comments regarding this filing, please do not hesitate to contact me at (860) 580-2827, toll free at (800) 654-8065 (Ext. 5802827) or email me at Paul.Moreira@us.ing.com.

Thank you for your consideration.

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Sincerely,

Paulo G Moreira, Contract Consultant

Company and Contact

Filing Contact Information

Paulo Moreira,	Paul.Moreira@us.ing.com
One Orange Way	(860) 580-2827 [Phone]
Windsor, CT 06095	(860) 580-4844[FAX]

Filing Company Information

ReliaStar Life Insurance Company	CoCode: 67105	State of Domicile: Minnesota
One Orange Way	Group Code: 229	Company Type:
Windsor, CT 06095	Group Name:	State ID Number:
(800) 654-8065 ext. [Phone]	FEIN Number: 41-0451140	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	No
Fee Explanation:	\$50.00 for 149990-08
	\$50.00 for 149991-08
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ReliaStar Life Insurance Company	\$100.00	07/28/2008	21626049

<i>SERFF Tracking Number:</i>	<i>HRTD-125704363</i>	<i>State:</i>	<i>Arkansas</i>
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/05/2008	08/05/2008

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Disposition

Disposition Date: 08/05/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>HRTD-125704363</i>	<i>State:</i>	<i>Arkansas</i>
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statement of Variability		Yes
Form	TSA Contract		Yes
Form	IRA/NQ Contract		Yes

SERFF Tracking Number: HRTD-125704363 State: Arkansas

Filing Company: ReliaStar Life Insurance Company State Tracking Number: 39757

Company Tracking Number: 149990-08, ET AL

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable

Product Name: 149990-08, et al

Project Name/Number: 149990-08, et al/149990-08, et al

Form Schedule

Lead Form Number: 149990-08, et al

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	149990-08	Policy/Cont TSA Contract ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	149990-08 - INDIVIDUAL FIXED DEFERRED ANNUITY CONTRACT(John Doe)Final Draft.pdf
	149991-08	Policy/Cont IRA/NQ Contract ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	149991-08 - Individual Fixed Deferred Annuity Contract(John Doe)Final Draft.pdf

RELIASTAR LIFE INSURANCE COMPANY

A Stock Company
Home Office
20 Washington Avenue South
Minneapolis, MN 55401

RIGHT TO EXAMINE AND CANCEL CONTRACT

The Owner can request information at any time from the Company regarding the benefits and provisions of this contract. If for any reason you are not satisfied with the contract you may return it within 30 days of receipt. You may cancel this contract by giving written notice of cancellation to ING Service Center, PO Box 5050, Minot, ND, 58702-5050 (Service Center), or to the agent from whom you bought the contract and by returning the contract before midnight of the thirtieth (30th) day after the date you receive the contract. As soon as you return it, we will consider it void from the start and refund the full amount of any Purchase Payment we received for this contract.

This page, the following pages, the application and any incorporated endorsements make up the entire contract. This contract is a legal contract and constitutes the entire legal relationship between the Company and the Owner.

NOTICE

This contract is a legal contract between you and ReliaStar Life Insurance Company. READ YOUR CONTRACT CAREFULLY.

We will make Annuity Payouts subject to the terms of this contract. You may change the Start Date, the Annuity Payout Option, or both, as shown in the contract.

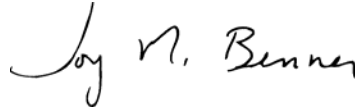
If you die while this contract is in effect, we will pay the Death Benefit when we receive written notice of death.

We issue this contract in consideration of the attached application and the payment of the Purchase Payment according to the terms of this contract.

The provisions on the following pages are a part of this contract, which is issued at Minneapolis, Minnesota.



President



Secretary

APPROVED _____

INDIVIDUAL FIXED DEFERRED ANNUITY CONTRACT
Nonparticipating
SINGLE PURCHASE PAYMENT
ANNUITY PAYABLE AT START DATE

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RELIASTAR LIFE INSURANCE COMPANY

CONTRACT DATA PAGE

TAX-SHELTERED ANNUITY CONTRACT

CONTRACT INFORMATION

CONTRACT NUMBER	[123456789]
OWNER	[John Doe]
OWNER AGE AND SEX	[35 AND Male]
ANNUITANT	[John Doe]
ISSUE DATE	[08/01/07]
PURCHASE PAYMENT RECEIVED DATE	[08/01/07]
PURCHASE PAYMENT AMOUNT	[\$25,000.00]

Early Withdrawal Charge

Contract Year	Early Withdrawal Charge (Percentage of Contract Value Withdrawn)
1st	9%
2nd	8%
3rd	7%
4th	6%
5th	5%
6th and later	0%

Each Contract Year is measured from the Issue Date.

Minimum Single Purchase Payment

[\$50,000] (No additional Purchase Payment(s) are allowed under the contract.)

Maximum Purchase Payment Without Prior Approval

[\$250,000]

Guaranteed Minimum Interest Rate

[1.00% - 3.00%] (annual effective yield)

Initial Guaranteed Credited Interest Rate

[1.00%] (annual effective yield)

Initial Guaranteed Credited Interest Rate Period

[5 years]

First Year Guaranteed Credited Interest Rate Enhancement

[1.00%] (annual effective yield)

The First Year Guaranteed Credited Interest Rate Enhancement is added to the Initial Guaranteed Credited Interest Rate for the first year of the Initial Guaranteed Credited Interest Rate Period.

Section 1 - Definitions

Annuitant. The person whose life determines the annuity payouts payable under the contract at the Start Date. The Owner is always the Annuitant.

Annuity Payout. A series of periodic payments to the Annuitant which do not vary in amount and are guaranteed as to principal and interest.

Annuity Payout Date. Unless we agree otherwise, the first business day of any calendar month in which an Annuity Payout is made under the contract.

Beneficiary. The person(s) named by you to receive any payments after your death.

Code. The Internal Revenue Code of 1986 ("IRC"), as amended.

Contingent Beneficiary. The person(s) you name to become the Beneficiary if the Beneficiary dies before the Owner.

Contract Anniversary. The same day and month as the Issue Date each year that this contract remains in force.

Contract Value. The Purchase Payment plus interest credited in accordance with the sections entitled Purchase Payment and Interest Crediting, but less any previous withdrawals, amounts used to provide Annuity Payouts and any applicable taxes.

Contract Year. Each twelve (12) month period starting with the Issue Date of the contract, and each Contract Anniversary after that.

Distributee. You or your surviving spouse as Beneficiary or your former spouse as alternate Annuitant under a qualified domestic relations order ("QDRO") within the meaning of IRC 414(p), as applicable.

Outstanding Loan Balance. The total of all existing loans, plus any accumulated loan interest, less any loan repayments.

Owner (you, your). The person named on the Contract Data Page(s) to hold this contract and to exercise all rights and privileges under it.

Purchase Payment. A transfer permitted under Internal Revenue Service Revenue Ruling 90-24 or an eligible rollover amount paid to us on your behalf in accordance with the terms of this contract.

Required Distribution Date. For a Purchase Payment made and interest credited after December 31, 1986, the first day of April of the calendar year after you reach age 70 1/2, or retire, whichever is later. For Contract Value as of December 31, 1986, the Required Distribution date is the last day of the calendar year in which you attain age 75 or retire, whichever is later.

Start Date. The date on which the entire Contract Value is used to purchase an Annuity Payout. As required by law, the Start Date will not be earlier than the date on which you reach age 59 1/2, unless you meet a permitted exception. Any Outstanding Loan Balance must be repaid before the entire Contract Value can be applied toward the purchase of an Annuity Payout on the Start Date.

we, us, our. ReliaStar Life Insurance Company at its Home Office in Minneapolis, Minnesota.

written, in writing. A written request or notice signed, dated, and received at an address designated by us in a form we accept. You may ask us for the forms.

Section 2 - The Contract

A. The Contract

The entire contract includes this contract, the Contract Data Page(s), the application, and any attached endorsements. All statements made by or on behalf of anyone covered by this contract are representations and not warranties. Only material misstatements found in the attached application may be used to cancel this contract or as our defense if we refuse to pay a claim.

B. Modification of Contract

Only our President or Secretary may change this contract on our behalf. No agent or any other person may change this contract. Any change must be in writing.

Section 3 - Purchase Payment

A. General

A Purchase Payment must be an eligible rollover amount as described in item B below or an amount transferred as permitted under Internal Revenue Service Revenue Ruling 90-24. A Purchase Payment may only be made in the form of cash or cash equivalents and are payable at our Home Office.

You may make a single Purchase Payment under the contract as shown on the Contract Data Page. No additional Purchase Payment(s) are permitted.

B. Eligible Rollover Amounts

1. Where the Code section 403(b) arrangement is governed by a separate Plan document, then, to the extent allowed by the Plan, this contract shall accept contributions that are considered eligible rollover amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B).
2. Where the Code Section 403(b) arrangement is not governed by a separate Plan document, this contract shall accept contributions that are considered eligible rollover amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B).

C. Elective Deferral Limits

In addition to the limitations on the Purchase Payment in Paragraph A above, the Code imposes limits on the amount of annual contributions. The Purchase Payment to the contract for any tax limitation year is limited to the amount set forth in Code Section 415, generally, 100% of compensation up to \$45,000 (as may be adjusted by law or by the Secretary of the Treasury). In addition, except to the extent of any alternative limitation permitted under Code Section 402(g)(7), salary reduction contributions may not exceed the applicable dollar amount permitted under Code Section 402(g)(1). For taxable years beginning in 2007, the applicable dollar amount is \$15,000 as adjusted by the Secretary of the Treasury for cost of living.

A special increased limit applies to certain employees who have completed 15 years of service with a qualified organization. The limit for any one year is increased by the lesser of (1) \$3,000, (2) \$15,000 reduced by amounts excluded for prior taxable years under this special exception, or (3) the excess of \$5,000 multiplied by the number of years of service the employee has with the organization over all elective deferrals.

Notwithstanding the limits provided for above, if you would be at least age 50 by the end of the plan year, you may contribute an additional amount not to exceed the lesser of:

- (a) \$5,000 as adjusted under Code Section 414(v)(2)(B) and (C); or
- (b) the excess of his compensation for such plan year over the amounts the Annuitant contributed for such plan year as described above.

D. Premium Taxes

Some states impose a premium tax that may affect your Contract Value. If premium taxes are applicable in your state, we reserve the right to deduct those taxes from the Purchase Payment upon receipt or from the Contract Value at a later date.

E. Interest Crediting

We will credit interest to the Contract Value beginning on the date we receive the Purchase Payment until withdrawn. Interest will be credited and compounded daily to the Contract Value using the daily equivalents of effective yearly interest rates. This refers to the yield that results after interest has compounded daily for a full year.

We guarantee an effective yearly interest rate called the Guaranteed Minimum Interest Rate, which is shown on the Contract Data Page. We may credit interest in excess of the Guaranteed Minimum Interest Rate. Any interest rate in excess of the Guaranteed Minimum Interest Rate will be declared at the beginning of the period for which it is payable.

We will credit the single Purchase Payment with the Initial Guaranteed Credited Interest Rate as shown on the Contract Data Page. The applicable rate will remain in effect for the length of time shown as the Initial Guaranteed Credited Interest Rate Period on the Contract Data Page.

Interest rate(s) we credit for the first year on the Purchase Payment described above may be eligible for a First Year Guaranteed Credited Interest Rate Enhancement. See the Contract Data Page to determine the amount of any First Year Guaranteed Credited Interest Rate Enhancement applicable to this contract.

Interest rates declared in the years after the completion of the Purchase Payment's Initial Guaranteed Credited Interest Rate Period will be guaranteed for a period of at least one year, and may be different than the rate credited during the Initial Guaranteed Credited Interest Rate Period.

In setting interest rates, we consider many factors, including, but not limited to investment yield rates, taxes, contract persistency, and other experience factors. Different interest rates may apply to different contracts depending on the Contract's Issue Date.

We will continue to credit interest to any portion of the Contract Value that is used as security for a loan from us. The interest credited to the portion of the Contract Value represented by the loan may be different than that credited to the rest of the Contract Value. Interest credited to the loaned portion of the Contract Value will never be less than 3%.

A. General

You may request a full or partial withdrawal by sending us a written request. We reserve the right to deduct premium taxes, if applicable, and other state or federal taxes from the Contract Value on the date the withdrawal is taken. The Early Withdrawal Charge equals a percentage of the amount you withdraw.

By law, we have the right to defer payment of withdrawals for up to six (6) months from the date we receive your request after making written request and receiving written approval of the Insurance Commissioner.

B. Requirement for Withdrawals

The IRS permits partial or full withdrawals of the Purchase Payment made by salary reduction and earnings credited on the Purchase Payment only if you have:

1. Attained age 59 1/2;
2. Experienced a severance from employment;
3. Died;
4. Become disabled as defined by the Code; or
5. Experienced financial hardship as defined by the Code. The amount available for financial hardship is limited to the lesser of the amount necessary to satisfy the need or the Purchase Payment attributable to salary reduction contributions made on or after January 1, 1989; or
6. Met other circumstances as otherwise allowed by federal law, regulations or rulings.

If required by law and a loan is available, you must take a loan before you take a hardship distribution.

Under certain circumstances, withdrawals may be subject to IRS tax penalties.

This section applies only to a Purchase Payment made by salary reduction after December 31, 1988, to amounts transferred from IRC 403(b)(7) custodial accounts, and to earnings credited on either.

This section does not apply to any transfer payments which are attributable to contributions made and/or earnings credited to another IRC 403(b) tax sheltered annuity before January 1, 1989.

This section does not apply to transfers to another investment provider under Internal Revenue Service Revenue Ruling 90-24, to the extent permitted.

This section does not restrict your ability to obtain a loan in accordance with Section 9 of this contract.

In addition, any portion of the Contract Value representing amounts transferred under Internal Revenue Service Revenue Ruling 90-24 from a Code Section 403(b)(7) custodial account will be subject to the restrictions set forth in Code Section 403(b)(7)(A)(ii).

C. Early Withdrawal Charge

We may assess an Early Withdrawal Charge on withdrawals of all or a portion of your Contract Value, unless it is waived under Section 4F or 8F. The Early Withdrawal Charge will vary according to the Contract Year during which the withdrawal is taken and is determined as shown in the table in the Contract Data Page.

In computing withdrawals, the Early Withdrawal Charge, if any, will be deemed a part of the withdrawal, but will not be received by you.

D. Full Withdrawal

If you request a withdrawal of the entire Contract Value, we will pay you the full Withdrawal Value. For a full withdrawal, we calculate the Withdrawal Value as follows:

$$\begin{aligned} \text{Withdrawal Value} = \\ \text{Contract Value } \textit{minus} \text{ Early Withdrawal Charge} \\ \text{Minus Outstanding Loan Balance(s)} \end{aligned}$$

We will pay the Withdrawal Value to you in a lump sum, less any applicable taxes.

Withdrawal of the entire Contract Value will result in termination of the contract in accordance with Section 11, and we have no further obligation.

E. Partial Withdrawal

You may withdraw a portion of the Contract Value. For a partial withdrawal, we calculate the Withdrawal Value as follows:

$$\begin{aligned} \text{Withdrawal Value} = \text{Contract Value Withdrawn} \\ \textit{minus} \text{ Early Withdrawal Charge} \end{aligned}$$

Some or all of the amount withdrawn may be eligible for a waiver of the Early Withdrawal Charge as described below.

No more than four (4) partial withdrawals are allowed in any twelve (12) month period, unless you take a form of systematic withdrawal as described below in Systematic Withdrawals. Unless we agree, on a nondiscriminatory basis, each partial withdrawal must be at least \$300, or \$100 for systematic withdrawals. Following a partial withdrawal, the remaining Contract Value must be at least the greater of a or b, where:

a = \$1,000; and

b = $\frac{\text{Outstanding Loan Balance}}{85\%}$

The Outstanding Loan Balance, Early Withdrawal Charges, and any applicable taxes will not be included in the amount payable to you.

F. Waiver of Early Withdrawal Charge

We will not apply the Early Withdrawal Charge:

1. To the portion of the withdrawal that represents the penalty free amount available in a (12) month period.

The penalty free amount available at any point in time in a (12) month period is determined by using the following formula:

A x B - C, where:

A = Penalty free withdrawal percentage of 10%

B = Contract Value as of the date the first withdrawal occurs in the current (12) month period.

C = Total penalty free amount withdrawn in the current (12) month period prior to the time of withdrawal.

Up to four penalty free withdrawals are available in each (12) month period.

If any withdrawal during a (12) month period causes the total amount withdrawn to exceed the penalty free amount available, the amount withdrawn in excess will be subject to Early Withdrawal Charges.

2. If the amount is paid upon your death.

3. To any portion of the Contract Value used to purchase an Annuity Payout Option under this contract.
4. After the fifth Contract Year, if you are eligible for a distribution and have separated from service after attaining age 55, we will waive the Early Withdrawal Charges on any full or partial withdrawal.

G. Systematic Withdrawals

You may request in writing that partial withdrawals be made on a monthly, quarterly, semi-annual or annual basis. Each of these withdrawals is subject to the minimum and maximum payment amounts described above.

Any request to terminate Systematic Withdrawal payments must be made in writing.

H. Direct Rollover or Transfer

The Distributee may tell us in writing to roll over such amount that qualifies as an eligible rollover distribution in accordance with Code Sections 403(b)(8), 403(b)(10), 401(a)(31) and 402(c) and applicable regulations.

The notice must be in writing and it must be in a form acceptable to us.

In order to be eligible for direct rollover, funds must be eligible for a distribution as described in Section 4B.

If eligible, pursuant to Internal Revenue Service Revenue Ruling 90-24, the Distributee or your Beneficiary may request a transfer of Withdrawal Value to another annuity or custodial account described in Section 403(b), subject to the requirements of that Revenue Ruling.

Eligible rollover distributions and transfers are subject to any applicable Early Withdrawal Charges.

I. Qualified Domestic Relations Order

As permitted by the Code and applicable regulations and subject to any applicable Early Withdrawal Charges, we may permit withdrawals to an alternate Annuitant pursuant to a QDRO described in IRC Section 414(p).

J. Federal Taxes

Some or all of the withdrawal may be income on which you must pay tax. We must report such income according to the tax laws. We may also be required to withhold taxes from amounts otherwise payable. In addition, there may be tax penalties if you make a withdrawal before age 59 1/2.

Section 5 - Annuity Benefits

A. Application of Contract Value

Upon receipt of your written request for an Annuity Payout, we apply all or a portion of the unloaned Contract Value to provide an Annuity Payout. If the amount to be annuitized on the date the Annuity Payout is scheduled to begin is less than \$2,000, we may pay the Withdrawal Value of the amount to be annuitized in a lump sum. We reserve the right to deduct premium taxes, if applicable, and other state or federal taxes from the Contract Value on any Annuity Payout Date, as required by law.

B. Annuity Payout Options

You may select an Annuity Payout by sending us a written request. Your request must be received by us at least thirty (30) days before the Annuity Payout is scheduled to begin. If you have not selected a required minimum distribution payment method, we will provide an Annuity Payout Option of life with ten year period certain to you at age eighty-five (85), unless we are notified otherwise in writing.

The following options are available for Annuity Payouts:

Annuity Payout Option 1.

Installments for Life with or without a Fixed Period Certain.

We will pay the proceeds in equal installments for as long as the Annuitant lives. If a Fixed Period Certain is chosen, we guarantee to make payments for at least 120 months. If the Annuitant dies before the end of the Fixed Period Certain, we will pay the remaining guaranteed payments to the person selected by the Owner to receive such payments.

For each \$1,000 of Contract Value applied, the Annuity Payout Option 1 Table in this Section 5 shows the guaranteed minimum rate for each installment under an Annuity Payout. The rate depends upon:

1. Whether the 120-month Fixed Period Certain is chosen; and
2. The Annuitant's age on his/her birthday nearest the date the first installment is due.

Annuity Payout Option 2.

Joint and Survivor Annuity Payout.

We will pay the proceeds in equal installments for as long as either the Annuitant or the joint Annuitant is alive.

For each \$1,000 of Contract Value applied, the Annuity Payout Option 2 Table in this Section 5 shows the guaranteed minimum rate for each installment at various ages under an Annuity Payout.

Annuity Payout Option 3.

We will pay the proceeds in equal installments over a minimum length of time of five (5) years. The maximum length of time that we will pay equal installments is thirty (30) years, but may not be longer than the life expectancy of the Annuitant. Annuity Payout Option 3 Table is shown in this Section 5.

Annuity Payout Option 4.

We will pay the proceeds under any other Annuity Payouts that we may offer. Contact us for details.

C. Change of Annuity Payout Date

Unless we agree otherwise, the first Annuity Payout Date must be at least sixty (60) days after the Issue Date and is the first business day of the first calendar month in which an Annuity Payout will be made to you. You may change the date an Annuity Payout is scheduled to begin, including the Start Date, by giving us at least thirty (30) days written notice.

D. Frequency and Amount of Payments

Annuity Payouts will be made monthly unless we agree to a different payment schedule. We reserve the right to change the frequency of the annuity payments so that each payment will be at least \$20.

E. Annuity Payouts

The dollar amount of all payments is fixed during the entire period of annuity payments according to the provisions of the Annuity Payout Option selected.

Guaranteed minimum Annuity Payout Option 1 and 2 rates for Annuity Payouts are based upon one-and-a-half percent (1.5%) yearly interest and unisex rates derived from 1983 Table a. Guaranteed minimum Annuity Payout Option 3 rates for Annuity Payouts are based upon one-and-a-half percent (1.5%) yearly interest.

For purposes of calculating the guaranteed payments for a Fixed Annuity, the Annuitant's and second Annuitant's adjusted age will be used. The Annuitant's and second Annuitant's adjusted age is his or her age as of the birthday closest to the Annuity commencement date reduced by two years for Annuity commencement dates occurring during the period of time from January 1, 2000 through December 31, 2009. The Annuitant's and second Annuitant's age will be reduced by one additional year for Annuity commencement dates occurring each succeeding decade.

Other Annuity Payout rates may be available, but rates will never be less than those shown in the Annuity Payout Option 1, 2 and 3 Tables. Contact us for details. In setting Annuity Payout rates, we consider many factors, including, but not limited to: investment yield rates; taxes; contract persistency; and other experience factors.

F. Payment of Present Value

Following the death of the Annuitant and any joint Annuitant under an Annuity Payout, we may offer the Beneficiary payment of the present value of the unpaid remaining payments if he/she chooses not to continue the Annuity Payout. If the present value is payable, we calculate it this way:

1. We determine the number of unpaid remaining payments when we receive proof of death.
2. We discount the remaining payments at the rate specified in the terms of the Annuity Payout.

ANNUITY PAYOUT OPTION 1 TABLE (Unisex)

Installments for Life with or without a Fixed Period Certain
Monthly Income for Each \$1,000 of Contract Value

Payments Guaranteed for a Stated Period of Months

Adjusted Age of Annuitant		
	None	120
50	\$3.13	\$3.12
51	3.20	3.18
52	3.27	3.25
53	3.34	3.32
54	3.42	3.40
55	3.50	3.47
56	3.59	3.56
57	3.68	3.64
58	3.78	3.73
59	3.88	3.83
60	3.99	3.93
61	4.10	4.04
62	4.23	4.15
63	4.36	4.27
64	4.50	4.40
65	4.65	4.53
66	4.81	4.67
67	4.98	4.81
68	5.16	4.96
69	5.36	5.12
70	5.57	5.29
71	5.80	5.47
72	6.04	5.65
73	6.31	5.84
74	6.59	6.03
75	6.90	6.23
76	7.24	6.44
77	7.60	6.64
78	8.00	6.84
79	8.42	7.04
80	8.88	7.24

Rates are based on mortality from 1983 Table a.

Rates for ages and guarantee periods not shown will be provided on request and will be computed on a basis consistent with the rates in the above tables.

ANNUITY PAYOUT OPTION 2 TABLE (Unisex)

Joint and Survivor Annuity
Monthly Income for Each \$1,000 of Contract Value

Adjusted Age of Annuitant	Joint Annuitant's Adjusted Age						
	50	55	60	65	70	75	80
50	\$2.74	\$2.85	\$2.94	\$3.01	\$3.06	\$3.09	\$3.11
55	2.85	3.01	3.16	3.27	3.36	3.42	3.45
60	2.94	3.16	3.37	3.55	3.71	3.82	3.89
65	3.01	3.27	3.55	3.84	4.09	4.30	4.44
70	3.06	3.36	3.71	4.09	4.48	4.84	5.12

**Rates for ages not shown will be provided on request and will be computed
on a basis consistent with the rates in the above tables.**

ANNUITY PAYOUT OPTION 3 TABLE

Guaranteed Minimum Annual and Monthly Installments
for Each \$1,000 of Contract Value

No. Of Years Payable	Amount of Installments
	Monthly
5	\$17.28
6	14.51
7	12.53
8	11.04
9	9.89
10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28
24	4.13
25	3.99
26	3.86
27	3.75
28	3.64
29	3.54
30	3.44

Annual, semi-annual and quarterly installments may be selected and shall be actuarially equivalent.

A. Beneficiary Change

You have the right to name a Beneficiary on the application. You may name a Beneficiary who cannot be changed without his/her consent. This is an irrevocable Beneficiary.

You may add a Beneficiary or change the Beneficiary by written request during your lifetime if:

1. The contract is in force; and
2. We have the written consent of each irrevocable Beneficiary.

If there is more than one Beneficiary, we pay them in equal shares unless you have requested otherwise in writing.

Any addition or change of Beneficiary should be sent to our Service Center referenced on the cover page. The addition or change will take effect on the date you signed the request. But, it will not affect any payment or action we make before we receive and record that request.

B. Beneficiaries' Succession of Interest

If no Beneficiary is named or if no Beneficiary survives you, we will pay your estate.

If a Beneficiary dies before receiving his/her full share, if any, we will pay his/her share in the following order, unless you requested otherwise in writing:

1. To any surviving Beneficiary, in the same class of Beneficiary;
2. To any contingent Beneficiary;
3. To the Beneficiary's surviving spouse;
4. Equally to the Beneficiary's surviving children; or
5. To the Beneficiary's estate.

C. Effect of Law and Plan Documents

This contract shall be subject to and interpreted in conformity with the provisions, terms, and conditions of the tax-sheltered annuity plan document of which this contract is a part, if any, and with the terms and conditions of IRC Section 403(b), the regulations thereunder, and other applicable law (including, without limitation, the Employee Retirement Income Security Act of 1974, as amended, if applicable, as determined by the plan administrator or other designated plan fiduciary or, if none, you.

D. Evidence of Survival and Misstatement of Age

Before we make any payments to you or your Beneficiary under this contract, we may require proof of the Annuitant's existence and age. If age has been misstated, the Required Distribution Date and/or Start Date will be adjusted to reflect the true age.

If age has been misstated and payments have begun under an Annuity Payout, we will change the amounts payable to what the Annuitant is entitled to at the true age. If the misstatement caused us to make an overpayment, we will deduct that amount from future payments. If the misstatement caused us to make an underpayment, we will pay that amount immediately. We will neither credit nor charge interest in such situations.

E. Incontestability

This contract has a two-year contestable period running from its Issue Date. After this contract has been in force for two years from its Issue Date, we cannot claim that the contract is void unless the contract has been terminated in accordance with Section 11.

F. Interest on Death Benefit

Any Death Benefit paid under this contract will include interest until the Death Benefit is paid at a rate not less than that required by law.

G. Minimum Benefits

This contract is governed by the laws of the state in which it is delivered. We guarantee that all annuity values, cash withdrawal values and death proceeds will always be as much as required by the laws of that state.

H. Nonparticipating

The contract does not share in our profits or surplus. No dividends are paid under this contract.

I. Nontransferable

The contract and Contract Value are nontransferable and nonassignable except to us in the event of a loan (if allowed) or to an alternate Annuitant in the event of a qualified domestic relations order as allowed under the Retirement Equity Act of 1984.

J. Payments and Settlements

All payments and settlements we make are payable from our Service Center. We may require that this contract be returned before payments and settlements are made.

K. Proof of Death

We accept any of the following as proof of death:

1. A certified copy of a death certificate;
2. A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
3. Any other proof satisfactory to us.

L. Protection of Proceeds

Payments we make under this contract may not be assigned before they are due and, except as permitted by law, are not subject to claims of creditors or legal process.

M. Tax Withholding

We will withhold taxes from any payment made when required by law or regulation.

N. Yearly Statement

At least once each Contract Year, we will send you a report showing the Contract Value and, if applicable, any Outstanding Loan Balance. This report will provide any other information required under applicable law or regulation.

Section 7 - Payments at Death

A. General

At the Beneficiary's election, distribution of all or part of the Death Benefit may be deferred to the extent allowed by law or IRS regulation.

B. Death Benefit

Before the Start Date, the Death Benefit will equal the Contract Value less the amount of any Outstanding Loan Balance.

The amount of the Death Benefit, if any, following the Start Date, is governed by the Annuity Payout in effect on your death.

C. Payment of Death Benefit

If the Beneficiary elects a single sum payment of the Death Benefit, we will make payment immediately. If an Annuity Payout is requested, it may be any Annuity Payout that could have been selected under Section 5 and which is permitted by IRC Section 401(a)(9), 403(b)(10) and the regulations thereunder.

Section 8 - Restrictions on Distributions

A. General

This section restricts how distributions may be made under the contract both before and after your death. It refers to IRC Section 401(a)(9) and 403(b)(10) and modifies any other provision in the contract to the contrary. All distributions including distributions made pursuant to an election of an Annuity Payout shall be made in accordance with the requirements of Code Section 401(a)(9) as amended and applicable regulations thereunder including the minimum distribution incidental benefit rules.

B. Required Distributions While Living

You must elect payments under Section 4, Section 5, or a combination of both that commence on or before the Required Distribution Date and are payable in substantially equal amounts, no less frequently than annually. Your entire interest in the contract must be distributed in the following manner:

1. In a lump sum;
2. Over your life;
3. Over your life and the life of your Beneficiary;
4. Over a period certain not exceeding your life expectancy; or
5. Over the joint and last survivor expectancy of you and your Beneficiary.

If your entire interest is to be distributed in other than one lump sum, then the amount to be distributed each year (commencing with the Required Distribution date and each year thereafter) shall be determined in accordance with IRC Section 403(b)(10) and the regulations thereunder.

C. Required Distributions Upon Death

If you die after distribution of your interest has commenced, but before your entire interest has been distributed, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used immediately preceding your death.

If you die before distribution has commenced, or distribution has commenced for only a portion of your interest, the Death Benefit must be distributed no later than December 31 of the calendar year in which the fifth anniversary of your death occurs. However, proceeds which are payable to a named Beneficiary who is a natural person may be distributed in substantially equal installments over his/her lifetime or a period certain not exceeding the life expectancy of the Beneficiary provided such distribution commences not later than December 31 of the calendar year following the calendar year in which your death occurred. If the sole beneficiary is your surviving spouse, he or she may elect no later than December 31 of the calendar year in which the fifth anniversary of your death occurs to receive equal or substantially equal payments over his or her life or life expectancy commencing at any date prior to the date on which you would have attained age 70 1/2. Payments shall be calculated in accordance with IRC Section 401(a)(9), 403(b)(10) and the regulations thereunder.

For the purposes of this requirement, any amount paid to your child shall be treated as if it had been paid to your surviving spouse if the remainder of the interest becomes payable to the surviving spouse when the child reaches the age of majority.

D. Minimum Incidental Death Benefit Requirement

If your spouse is not the Beneficiary, the method of distribution selected must assure that at least fifty percent (50%) of the present value of the amount available for distribution is paid within your life expectancy and that such method of distribution complies with the requirements of IRC Section 401(a)(9), 403(b)(10) and the regulations thereunder.

E. Life Expectancy

For purposes of this section, life expectancy and joint and last survivor expectancy shall be determined in accordance with IRC Section 401(a)(9), as amended and applicable regulations thereunder. In the case of distributions under Section 8B, your life expectancy or, if applicable, the joint and last survivor expectancy of you and your Beneficiary, will be initially determined on the basis of attained ages in the year you reach age 70 1/2. In the case of distributions under Section 8C, life expectancy shall be initially determined on the basis of the Beneficiary's attained age in the year distributions are required to commence. Unless you (or your spouse) elects otherwise prior to the date distributions are required to commence, your life expectancy and, if applicable, your spouse's life expectancy shall be recalculated annually based on attained ages in the year for which the required distribution is being determined. The life expectancy of a nonspouse Beneficiary shall not be recalculated.

In the case of a distribution other than in the form of life income or joint life income, the annual distribution required to be made by the Required Distribution Date is for the calendar year in which you reach age 70 1/2. Annual payments for subsequent years, including the year in which the Required Distribution Date occurs, must be made by December 31 of each year. The amount distributed for each year shall equal or exceed the annuity value as of the close of business on December 31 of the preceding year, divided by the applicable life expectancy or joint and last survivor expectancy.

F. Early Withdrawal Charges

Early Withdrawal Charges will be waived on the annual withdrawal in any Contract Year made to comply with minimum distributions requirements of Code Section 401(a)(9) as amended, and any applicable regulations thereunder.

This waiver applies only to withdrawals needed for this contract to meet the minimum distribution requirements.

A. General

Loans are granted (1) as permitted under applicable law; (2) subject to the terms and conditions of the loan agreement; and (3) in accordance with the provisions of this Section.

A loan may affect the interest credited to the Contract Value in the future, either up or down. We reserve the right to delay issuing a loan for up to six months.

Any Outstanding Loan Balance and any applicable contract charges will not be included in the amount available under the contract for payment upon death, withdrawal or election of an annuity option.

The maximum number of loans is as provided under the contract and as otherwise provided by applicable law and regulations. On a non-discriminatory basis, we reserve the right to restrict loans after you reach age 70 1/2.

We reserve the right as provided under the contract and as otherwise provided by applicable law and regulations, to (i) not permit new loans or (ii) reduce the maximum amounts that may be borrowed.

We have a prior lien against the contract for any money owed us under it. Our lien is superior to the claim of any assignee or other person.

B. Amount available for loan

Prior to an election of an annuity option or attaining age 70 1/2, the amount available for loan is limited to the Contract Value attributable to the Purchase Payment subject to any Plan vesting limits as determined by the contract holder, owner or plan sponsor (whichever is applicable).

The minimum loan amount is defined in the loan agreement.

(i) For plans subject to ERISA, the maximum loan amount is the lesser of:

- (1) Fifty percent (50%) of the vested Contract Value, reduced by the amount of any Outstanding Loan Balance on the loan effective date; or
- (2) Fifty thousand dollars (\$50,000) reduced by the highest Outstanding Loan Balance for the preceding 12 months.

(ii) For plans not subject to ERISA, the maximum loan amount is the lesser of:

- (1) Fifty thousand dollars (\$50,000) reduced by the highest Outstanding Loan Balance for the preceding 12 months; or
- (2) The lesser of (i) the Withdrawal Value; or (ii) the greater of ten thousand dollars (\$10,000) or fifty percent (50%) of the vested Contract Value reduced by the amount of any Outstanding Loan Balance on the loan effective date.

The total amount of all outstanding loans cannot exceed \$50,000.

If the amount of a loan violates applicable IRS requirements, the amount of the loan in excess of the applicable limitation will be reported to the IRS as a distribution.

We reserve the right to not permit a new loan if an outstanding loan is in default.

C. Loan Interest Rate

The Loan Interest Rate we charge on a loan will never be greater than 8% on an annual basis.

D. Loan Repayment

A loan may be repaid as described in the loan agreement, or paid in full at any time.

E. Loan Default

If we do not receive a loan payment as required, the entire loan balance will be in default, will be reported to the Internal Revenue Service (IRS) on IRS Form 1099-R for the year that the default occurred and will be treated as follows:

- (i) If the amount of the Contract Value available for distribution is sufficient to repay (a) the entire loan balance plus (b) any Early Withdrawal Charge due on the entire loan balance, that amount is deducted from the Contract Value; or
- (ii) If the amount of the Contract Value available for distribution is not sufficient to repay (a) the entire loan balance plus (b) any Early Withdrawal Charge due on the entire loan balance, the interest will continue to be charged on the defaulted amount (e.g., the entire loan balance) until it is repaid in its entirety or until the Contract Value is sufficient to repay the total amount due in (a) and (b) above. This will generally be when you reach age 59 1/2 or have a severance from employment.

F. Security of Loan

A portion of the Contract Value equal to the Outstanding Loan Balance will be segregated as security for the loan. This portion of the Contract Value will continue to earn interest as described in the contract.

Section 10 - Amendment and Disclaimer

A. Amendment

By accepting this contract, you give us the right to amend the contract in order to include any future changes relating to this contract's remaining qualified for treatment as an annuity contract under the following:

1. The Code; and
2. IRS rulings, regulations, and requirements.

Any amendment to this contract will be filed with and approved by the appropriate state insurance department, if required, before becoming effective.

B. Disclaimer

We shall be under no obligation for any of the following:

1. To determine whether a Purchase Payment, distribution or transfer under the contract complies with the provisions, terms and conditions of each plan, if applicable, or with applicable law; or
2. For any tax penalties owed by any party resulting from failure to comply with the Code and IRS rulings, regulations, and requirements applicable to this contract.

Section 11 - Termination

This contract will end on the earliest of the following:

1. When the entire Withdrawal Value is withdrawn on or before the Start Date;
2. When the Contract Value is paid in a lump sum as the Death Benefit before the Start Date.

If permitted by law, we reserve the right to terminate the contract if you have not made a Purchase Payment for a period of two full consecutive years and any annuity benefits at the Start Date would be less than \$20 per month. In that situation, we will pay you the current Contract Value. When we terminate pursuant to this provision, we do not deduct any charges at withdrawal.

**INDIVIDUAL FIXED DEFERRED
ANNUITY CONTRACT**

Nonparticipating

ANNUITY PAYABLE AT START DATE
SINGLE PURCHASE PAYMENT

NOTICE

To make a Purchase Payment, make a claim,
or exercise your rights under this contract, please write or call us at:

ING SERVICE CENTER

P.O. Box 5050
Minot, North Dakota 58702-5050
877-884-5050

Please include your contract number in all correspondence.

RELIASTAR LIFE INSURANCE COMPANY

A Stock Company
20 Washington Avenue South
Minneapolis, Minnesota 55401

ING SERVICE CENTER

2000 21st Avenue NW
Minot, North Dakota 58703

RELIASTAR LIFE INSURANCE COMPANY

A Stock Company
Home Office
20 Washington Avenue South
Minneapolis, MN 55401

RIGHT TO EXAMINE AND CANCEL CONTRACT

The Owner can request information at any time from the Company regarding the benefits and provisions of this contract. If for any reason you are not satisfied with the contract you may return it within 30 days of receipt. You may cancel this contract by giving written notice of cancellation to ING Service Center, PO Box 5050, Minot, ND, 58702-5050 (Service Center), or to the agent from whom you bought the contract and by returning the contract before midnight of the thirtieth (30th) day after the date you receive the contract. As soon as you return it, we will consider it void from the start and refund the full amount of any Purchase Payments we received for this contract. This page, the following pages, the application and any incorporated endorsements make up the entire contract. This contract is a legal contract and constitutes the entire legal relationship between the Company and the Owner.

NOTICE

This contract is a legal contract between you and ReliaStar Life Insurance Company. READ YOUR CONTRACT CAREFULLY.

We will make Annuity Payouts subject to the terms of this contract. You may change the Start Date, the Annuity Payout Option, or both, as shown in the contract.

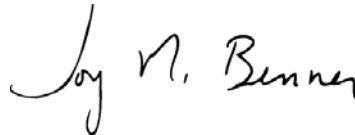
If you, or the Annuitant if the Owner is a Non-Natural Person, die(s) while this contract is in effect, we will pay the Death Benefit when we receive written notice of death.

We issue this contract in consideration of the attached application and the payment of Purchase Payments according to the terms of this contract.

The provisions on the following pages are a part of this contract, which is issued at Minneapolis, Minnesota.



President



Secretary

APPROVED _____

INDIVIDUAL FIXED DEFERRED ANNUITY CONTRACT
Nonparticipating
SINGLE PURCHASE PAYMENT
ANNUITY PAYABLE AT START DATE

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RELIASTAR LIFE INSURANCE COMPANY

CONTRACT DATA PAGE

INDIVIDUAL FIXED DEFERRED ANNUITY CONTRACT

CONTRACT INFORMATION

CONTRACT NUMBER	[123456789]
OWNER	[John Doe]
OWNER AGE AND SEX	[35 AND Male]
ANNUITANT	[John Doe]
ISSUE DATE	[08/01/07]
PURCHASE PAYMENT RECEIVED DATE	[08/01/07]
PURCHASE PAYMENT AMOUNT	[\$25,000.00]

Early Withdrawal Charge

Contract Year	Early Withdrawal Charge (Percentage of Contract Value Withdrawn)
1st	9%
2nd	8%
3rd	7%
4th	6%
5th	5%
6th and later	0%

Each Contract Year is measured from the Issue Date.

Minimum Single Purchase Payment

[\$50,000] (No additional Purchase Payment(s) are allowed under the contract.)

Maximum Purchase Payment Without Prior Approval

[\$250,000]

Guaranteed Minimum Interest Rate

[1.00% - 3.00%] (annual effective yield)

Initial Guaranteed Credited Interest Rate

[1.00%] (annual effective yield)

Initial Guaranteed Credited Interest Rate Period

[5 years]

First Year Guaranteed Credited Interest Rate Enhancement

[1.00%] (annual effective yield).

The First Year Guaranteed Credited Interest Rate Enhancement is added to the Initial Guaranteed Credited Interest Rate for the first year of the Initial Guaranteed Credited Interest Rate Period.

Section 1 - Definitions

Annuitant. The person whose life determines the Annuity Payouts payable under the contract at the Start Date. The Annuitant is designated on the application and cannot be changed. You will be the Annuitant unless you have designated someone else.

Annuity Payout. A series of periodic payments to the Annuitant which do not vary in amount and are guaranteed as to principal and interest.

Annuity Payout Date. Unless we agree otherwise, the first business day of any calendar month in which an Annuity Payout is made under the contract.

Beneficiary. The person(s) entitled to receive any payments after your death as determined under the section entitled Payments at Death.

Code. The Internal Revenue Code of 1986 ("IRC"), as amended.

Contingent Beneficiary. The person(s) you name to become the Beneficiary if the Primary Beneficiary would have been entitled to receive payments after your death pursuant to the Section entitled Payments at Death, but is not alive at your death.

Contract Anniversary. The same day and month as the Issue Date each year that this contract remains in force.

Contract Value. The Purchase Payment plus interest credited in accordance with the sections entitled Purchase Payments and Interest Crediting, but less any previous withdrawals, amounts used to provide Annuity Payouts and any applicable taxes.

Contract Year. Each twelve (12) month period starting with the Issue Date of the contract, and each Contract Anniversary after that.

Natural Person. A living human being.

Non-Natural Person. A trust or other entity that administers the contract for the benefit of the Annuitant(s).

Owner(s) (you, your). The person(s) named on the Application and the Contract Data Page(s) to hold this contract and to exercise all rights and privileges under it.

The first Owner listed on the Contract Data Page will be the person designated to receive all correspondence, notices and forms we are required to send out under the Code.

Any Owners own the contract equally. Any request that affects the contract must be signed by both the Owners.

Purchase Payment. The contribution or payment attributed to the contract, less applicable premium taxes, if any are required by law.

Start Date. The date on which the entire Contract Value is used to purchase an Annuity Payout.

we, us, our. ReliaStar Life Insurance Company at its Home Office in Minneapolis, Minnesota.

written, in writing. A written request or notice signed, dated, and received at an address designated by us in a form we accept. You may ask us for the forms.

Section 2 - The Contract

A. The Contract

The entire contract includes this contract, the Contract Data Page(s), the application, and any attached endorsements. All statements made by or on behalf of anyone covered by this contract are representations and not warranties. Only material misstatements found in the attached application may be used to cancel this contract or as our defense if we refuse to pay a claim.

B. Modification of Contract

Only our President or Secretary may change this contract on our behalf. No agent or any other person may change this contract. Any change must be in writing.

Section 3 - Purchase Payments

A. General

Purchase Payments may only be made in the form of cash or cash equivalents and are payable at our Home Office.

You may make a single Purchase Payment under the contract as shown on the Contract Data Page. No additional Purchase Payment(s) are permitted.

B. Premium Taxes

Some states impose a premium tax that may affect your Contract Value. If premium taxes are applicable in your state, we reserve the right to deduct those taxes from the Purchase Payment upon receipt or from the Contract Value at a later date.

C. Interest Crediting

We will credit interest to the Contract Value beginning on the date we receive the Purchase Payment until withdrawn. Interest will be credited and compounded daily to the Contract Value using the daily equivalents of effective yearly interest rates. This refers to the yield that results after interest has compounded daily for a full year.

We guarantee an effective yearly interest rate called the Guaranteed Minimum Interest Rate, which is shown on the Contract Data Page. We may credit interest in excess of the Guaranteed Minimum Interest Rate. Any interest rate in excess of the Guaranteed Minimum Interest Rate will be declared at the beginning of the period for which it is payable.

We will credit the single Purchase Payment with the Initial Guaranteed Credited Interest Rate as shown on the Contract Data Page. The applicable rate will remain in effect for the length of time shown as the Initial Guaranteed Credited Interest Rate Period on the Contract Data Page.

Interest rate(s) we credit for the first year on the Purchase Payment described above may be eligible for a First Year Guaranteed Credited Interest Rate Enhancement. See the Contract Data Page to determine the amount of any First Year Guaranteed Credited Interest Rate Enhancement applicable to this contract.

Interest rates declared in the years after the completion of the Purchase Payment's Initial Guaranteed Credited Interest Rate Period will be guaranteed for a period of at least one year, and may be different than the rate credited during the Initial Guaranteed Credited Interest Rate Period.

In setting interest rates, we consider many factors, including, but not limited to investment yield rates, taxes, contract persistency, and other experience factors. Different interest rates may apply to different contracts depending on the contract's Issue Date.

Section 4 - Withdrawals

A. General

You may request a full or partial withdrawal by sending us a written request. We reserve the right to deduct premium taxes, if applicable, and other state or federal taxes from the Contract Value on the date the withdrawal is taken. The Early Withdrawal Charge equals a percentage of the amount you withdraw.

By law, we have the right to defer payment of withdrawals for up to six (6) months from the date we receive your request after making written request and receiving written approval of the Insurance Commissioner.

B. Early Withdrawal Charge

We may assess an Early Withdrawal Charge on withdrawals of all or a portion of your Contract Value, unless it is waived under Section 4E or 11E. The Early Withdrawal Charge will vary according to the Contract Year during which the withdrawal is taken and is determined as shown in the table in the Contract Data Page.

In computing withdrawals, the Early Withdrawal Charge, if any, will be deemed a part of the withdrawal, but will not be received by you.

C. Full Withdrawal

If you request a withdrawal of the entire Contract Value, we will pay you the full Withdrawal Value. For a full withdrawal, we calculate the Withdrawal Value as follows:

$$\text{Withdrawal Value} = \text{Contract Value} \text{ minus Early Withdrawal Charge}$$

We will pay the Withdrawal Value to you in a lump sum, less any applicable taxes.

Withdrawal of the entire Contract Value will result in termination of the contract in accordance with Section 10, and we have no further obligation.

D. Partial Withdrawal

You may withdraw a portion of the Contract Value. For a partial withdrawal, we calculate the Withdrawal Value as follows:

$$\text{Withdrawal Value} = \text{Contract Value Withdrawn} \text{ minus Early Withdrawal Charge}$$

Some or all of the amount withdrawn may be eligible for a waiver of the Early Withdrawal Charge as described below.

No more than four (4) partial withdrawals are allowed in any twelve (12) month period, unless you take a form of systematic withdrawal as described below in Systematic Withdrawals. Unless we agree, on a nondiscriminatory basis, each partial withdrawal must be at least \$300, or \$100 for systematic withdrawals. Following a partial withdrawal, the remaining Contract Value must be at least \$1,000.

Any applicable Early Withdrawal Charges and taxes will not be included in the amount payable to you.

E. Waiver of Early Withdrawal Charge

We will not apply the Early Withdrawal Charge:

1. To the portion of the withdrawal that represents the penalty free amount available in a (12) month period.

The penalty free amount available at any point in time in a (12) month period is determined by using the following formula:

A x B - C, where:

A = Penalty free withdrawal percentage of 10%

B = Contract Value as of the date the first withdrawal occurs in the current (12) month period.

C = Total penalty free amount withdrawn in the current (12) month period prior to the time of withdrawal.

Up to four penalty free withdrawals are available in each (12) month period.

If any withdrawal during a (12) month period causes the total amount withdrawn to exceed the penalty free amount available, the amount withdrawn in excess will be subject to Early Withdrawal Charges.

2. If the amount is paid as a Death Benefit under Section 7.
3. To any portion of the Contract Value used to purchase an Annuity Payout Option under this contract.

F. Systematic Withdrawals

You may request in writing partial withdrawals to be made on a monthly, quarterly, semi-annual or annual basis. Each of these withdrawals is subject to the minimum and maximum payment amounts described above.

Any request to terminate Systematic Withdrawal payments must be made in writing.

G. Federal Taxes

Some or all of the withdrawal may be income on which you must pay tax. We must report such income according to the tax laws. We may also be required to withhold taxes from amounts otherwise payable. In addition, there may be tax penalties if you make a withdrawal before age 59 1/2.

Section 5 - Annuity Benefits

A. Application of Contract Value

Upon receipt of your written request for an Annuity Payout, we apply all or a portion of the Contract Value to provide an Annuity Payout. If the amount to be annuitized on the date the Annuity Payout is scheduled to begin is less than \$2,000, we may pay the Withdrawal Value of the amount to be annuitized in a lump sum. We reserve the right to deduct premium taxes, if applicable, and other state or federal taxes from the Contract Value on any Annuity Payout Date, as required by law.

B. Annuity Payout Options

You may select an Annuity Payout by sending us a written request. Your request must be received by us at least thirty (30) days before the Annuity Payout is scheduled to begin. If an Annuity Payout Option has not been selected we will provide an Annuity Payout Option of Installments for Life with ten year period certain to the Annuitant when he or she attains age eighty-five (85), unless we are notified otherwise in writing.

The following options are available for Annuity Payouts:

Annuity Payout Option 1.

Installments for Life with or without a Fixed Period Certain.

We will pay the proceeds in equal installments for as long as the Annuitant lives. If a Fixed Period Certain is chosen, we guarantee to make payments for at least 120 months. If the Annuitant dies before the end of the Fixed Period Certain, we will pay the remaining guaranteed payments to the person selected by the Owner to receive such payments.

For each \$1,000 of Contract Value applied, the Annuity Payout Option 1 Table in this Section 5 shows the guaranteed minimum rate for each installment under an Annuity Payout. The rate depends upon:

1. Whether the 120-month Fixed Period Certain is chosen; and
2. The Annuitant's age on his/her birthday nearest the date the first installment is due.

Annuity Payout Option 2.

Joint and Survivor Annuity Payout.

We will pay the proceeds in equal installments for as long as either the Annuitant or the joint Annuitant is alive.

For each \$1,000 of Contract Value applied, the Annuity Payout Option 2 Table in this Section 5 shows the guaranteed minimum rate for each installment at various ages under an Annuity Payout.

Annuity Payout Option 3.

We will pay the proceeds in equal installments over a minimum length of time of five (5) years. The maximum length of time that we will pay equal installments is thirty (30) years, but may not be longer than the life expectancy of the Annuitant. Annuity Payout Option 3 Table is shown in this Section 5.

Annuity Payout Option 4.

We will pay the proceeds under any other Annuity Payouts that we may offer. Contact us for details.

C. Change of Annuity Payout Date

Unless we agree otherwise, the first Annuity Payout Date must be at least sixty (60) days after the Issue Date and is the first business day of the first calendar month in which an Annuity Payout will be made. You may change the date an Annuity Payout is scheduled to begin, including the Start Date, by giving us at least thirty (30) days written notice.

D. Frequency and Amount of Payments

Annuity Payouts will be made monthly unless we agree to a different payment schedule. We reserve the right to change the frequency of the annuity payments so that each payment will be at least \$20.

E. Annuity Payouts

The dollar amount of all payments is fixed during the entire period of annuity payments according to the provisions of the Annuity Payout Option selected.

Guaranteed minimum Annuity Payout Option 1 and 2 rates for Annuity Payouts are based upon one-and-a-half percent (1.5%) yearly interest and mortality rates derived from 1983 Table a. Guaranteed minimum Annuity Payout Option 3 rates for Annuity Payouts are based upon one-and-a-half percent 1.5% yearly interest.

For purposes of calculating the guaranteed payments for a Fixed Annuity, the Annuitant's and second Annuitant's adjusted age will be used. The Annuitant's and second Annuitant's adjusted age is his or her age as of the birthday closest to the Annuity commencement date reduced by two years for Annuity commencement dates occurring during the period of time from January 1, 2000 through December 31, 2009. The Annuitant's and second Annuitant's age will be reduced by one additional year for Annuity commencement dates occurring each succeeding decade.

Other Annuity Payout rates may be available, but rates will never be less than those shown in the Annuity Payout Option 1, 2 and 3 Tables. Contact us for details. In setting Annuity Payout rates, we consider many factors, including, but not limited to: investment yield rates; taxes; contract persistency; and other experience factors. The Tables labeled "Sex Distinct" are applicable to all contracts except those issued in connection with a Simplified Employee Pension IRA (SEP IRA). For contracts issued in connection with a SEP IRA, the Unisex Tables will be applicable to the contract.

F. Payment of Present Value

Following the death of the Annuitant and any joint Annuitant under an Annuity Payout, we may offer the Beneficiary payment of the present value of the unpaid remaining payments if he/she chooses not to continue the Annuity Payout. If the present value is payable, we calculate it this way:

1. We determine the number of unpaid remaining payments when we receive proof of death.
2. We discount the remaining payments at the rate specified in the terms of the Annuity Payout.

ANNUITY PAYOUT OPTION 1 TABLE (Unisex)**For contracts issued in connection with SEP IRA's only.**

Installments for Life with or without a Fixed Period Certain
Monthly Income for Each \$1,000 of Contract Value

Payments Guaranteed for a Stated Period of Months

Adjusted Age of Annuitant		
	None	120
50	\$ 3.13	\$ 3.12
51	3.20	3.18
52	3.27	3.25
53	3.34	3.32
54	3.42	3.40
55	3.50	3.47
56	3.59	3.56
57	3.68	3.64
58	3.78	3.73
59	3.88	3.83
60	3.99	3.93
61	4.10	4.04
62	4.23	4.15
63	4.36	4.27
64	4.50	4.40
65	4.65	4.53
66	4.81	4.67
67	4.98	4.81
68	5.16	4.96
69	5.36	5.12
70	5.57	5.29
71	5.80	5.47
72	6.04	5.65
73	6.31	5.84
74	6.59	6.03
75	6.90	6.23
76	7.24	6.44
77	7.60	6.64
78	8.00	6.84
79	8.42	7.04
80	8.88	7.24

Rates are based on mortality from 1983 Table a.

Rates for ages and guarantee periods not shown will be provided on request and will be computed on a basis consistent with the rates in the above tables.

ANNUITY PAYOUT OPTION 1 TABLE (Sex Distinct)

For all contracts except those issued in connection with SEP IRA's.

Installments for Life with or without a Fixed Period Certain
Monthly Income for Each \$1,000 of Contract Value

Payments Guaranteed for a Stated Period of Months

Adjusted Age of Annuitant	None		120	
	Male	Female	Male	Female
50	\$ 3.43	\$ 3.08	\$ 3.40	\$ 3.07
51	3.51	3.14	3.48	3.13
52	3.59	3.21	3.55	3.20
53	3.68	3.28	3.64	3.26
54	3.77	3.36	3.72	3.34
55	3.87	3.44	3.81	3.41
56	3.97	3.52	3.91	3.49
57	4.08	3.61	4.01	3.58
58	4.20	3.70	4.11	3.67
59	4.32	3.80	4.23	3.76
60	4.45	3.91	4.34	3.86
61	4.59	4.02	4.47	3.96
62	4.74	4.14	4.60	4.07
63	4.90	4.26	4.73	4.19
64	5.07	4.40	4.87	4.31
65	5.26	4.54	5.02	4.44
66	5.45	4.69	5.17	4.57
67	5.66	4.86	5.33	4.72
68	5.88	5.03	5.50	4.87
69	6.12	5.22	5.67	5.03
70	6.38	5.43	5.84	5.19
71	6.65	5.65	6.02	5.37
72	6.94	5.89	6.20	5.55
73	7.25	6.15	6.39	5.74
74	7.58	6.43	6.57	5.93
75	7.94	6.73	6.76	6.14
76	8.32	7.06	6.94	6.34
77	8.74	7.41	7.12	6.55
78	9.18	7.80	7.29	6.76
79	9.65	8.22	7.46	6.97
80	10.15	8.67	7.62	7.17

Rates are based on mortality from 1983 Table a.

Rates for ages and guarantee periods not shown will be provided on request and will be computed on a basis consistent with the rates in the above tables.

ANNUITY PAYOUT OPTION 2 TABLE (Unisex)

For contracts issued in connection with SEP IRA's only.

Joint and Survivor Annuity (100%)
Monthly Income for Each \$1,000 of Contract Value

Adjusted Age of Annuitant	Joint Annuitant's Adjusted Age						
	50	55	60	65	70	75	80
50	\$ 2.74	\$ 2.85	\$ 2.94	\$ 3.01	\$ 3.06	\$ 3.09	\$ 3.11
55	2.85	3.01	3.16	3.27	3.36	3.42	3.45
60	2.94	3.16	3.37	3.55	3.71	3.82	3.89
65	3.01	3.27	3.55	3.84	4.09	4.30	4.44
70	3.06	3.36	3.71	4.09	4.48	4.84	5.12

Rates for ages not shown will be provided on request and will be computed on a basis consistent with the rates in the above tables.

ANNUITY PAYOUT OPTION 2 TABLE (Sex-Distinct)

For all contracts except those issued in connection with SEP IRA's.

Joint and Survivor Annuity (100%)
Monthly Income for Each \$1,000 of Contract Value

(Annuitant is Male and Second Annuitant is Female)

Adjusted Ages		Monthly Income
Annuitant	Second Annuitant	
55	50	\$ 2.88
55	55	3.08
55	60	3.28
60	55	3.20
60	60	3.46
60	65	3.71
65	60	3.60
65	65	3.95
65	70	4.30
70	65	4.15
70	70	4.64
70	75	5.13
75	70	4.91
75	75	5.60
75	80	6.30

Rates for ages not shown will be provided on request and will be computed on a basis consistent with the rates in the above tables.

ANNUITY PAYOUT OPTION 2 TABLE (Sex-Distinct)

For all contracts except those issued in connection with SEP IRA's.

Joint and Survivor Annuity (100%)
Monthly Income for Each \$1,000 of Contract Value

(Annuitant is Female and Second Annuitant is Male)

Adjusted Ages		Monthly Income
Annuitant	Second Annuitant	
55	50	\$ 2.95
55	55	3.08
55	60	3.20
60	55	3.28
60	60	3.46
60	65	3.60
65	60	3.71
65	65	3.95
65	70	4.15
70	65	4.30
70	70	4.64
70	75	4.91
75	70	5.13
75	75	5.60
75	80	6.00

Rates for ages not shown will be provided on request and will be computed on a basis consistent with the rates in the above tables.

ANNUITY PAYOUT OPTION 3 TABLE

Applicable to all contracts

Guaranteed Minimum Monthly Installments
for Each \$1,000 of Contract Value

No. Of Years Payable	Amount of Installments
	Monthly
5	\$ 17.28
6	14.51
7	12.53
8	11.04
9	9.89
10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28
24	4.13
25	3.99
26	3.86
27	3.75
28	3.64
29	3.54
30	3.44

Annual, semi-annual and quarterly installments may be selected and shall be actuarially equivalent.

A. Beneficiary Change

You have the right to name a Beneficiary on the application. You may name a Beneficiary who cannot be changed without his/her consent. This is an irrevocable Beneficiary.

You may add a Beneficiary or change the Beneficiary by written request during your lifetime if:

1. The contract is in force; and
2. We have the written consent of each irrevocable Beneficiary.

If there is more than one Beneficiary, we pay the Death Benefit, if any, to them in equal shares unless you have requested otherwise in writing.

Any addition or change of Beneficiary should be sent to our Service Center referenced on the cover page. The addition or change will take effect on the date you signed the request. But, it will not affect any payment or action we make before we receive and record that request.

B. Beneficiaries' Succession of Interest

If no Beneficiary is named or if no Beneficiary survives you or the Annuitant (if different), we will pay the Death Benefit, if any, to you or your estate.

If a Beneficiary dies before receiving his/her full share of the Death Benefit, if any, we will pay his/her share in the following order, unless you requested otherwise in writing:

1. To any surviving Beneficiary, in the same class of Beneficiary;
2. To any Contingent Beneficiary;
3. To the Beneficiary's surviving spouse;
4. Equally to the Beneficiary's surviving children; or
5. To the Beneficiary's estate.

C. Evidence of Survival and Misstatement of Age and Sex

Before we make any payments to you or your Beneficiary under this contract, we may require proof of the Annuitant's existence and age. If age has been misstated, the Start Date will be adjusted to reflect the true age.

If age or, in the case of contracts other than SEP IRA's sex has been misstated and payments have begun under an Annuity Payout, we will change the amounts payable to what the Annuitant is entitled to at the true age and sex. If the misstatement caused us to make an overpayment, we will deduct that amount from future payments. If the misstatement caused us to make an underpayment, we will pay that amount immediately. We will neither credit nor charge interest in such situations.

D. Incontestability

This contract has a two-year contestable period running from its Issue Date. After this contract has been in force for two years from its Issue Date, we cannot claim that the contract is void unless the contract has been terminated in accordance with Section 10.

E. Interest on Death Benefit

Any Death Benefit paid under this contract will include interest until the Death Benefit is paid at a rate not less than that required by law.

F. Minimum Benefits

This contract is governed by the laws of the state in which it is delivered. We guarantee that all annuity values, cash withdrawal values and death proceeds will always be as much as required by the laws of that state.

G. Nonparticipating

The contract does not share in our profits or surplus. No dividends are paid under this contract.

H. Payments and Settlements

All payments and settlements we make are payable from our Service Center. We may require that this contract be returned before payments and settlements are made.

I. Proof of Death

We accept any of the following as proof of death:

1. A certified copy of a death certificate;
2. A certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
3. Any other proof satisfactory to us.

J. Protection of Proceeds

Payments we make under this contract may not be assigned before they are due and, except as permitted by law, are not subject to claims of creditors or legal process.

K. Tax Withholding

We will withhold taxes from any payment made when required by law or regulation.

L. Yearly Statement

At least once each Contract Year, we will send you a report showing the Contract Value. This report will provide any other information required under applicable law or regulation.

Section 7 - Payments at Death

A. General

When an Owner dies before the Start Date, the individual entitled to the Death Benefit which is equal to the Contract Value is the first person in priority order, among the following, who survives after the Owner's death:

1. Joint Owner, if any; or
2. Primary Beneficiary; or
3. Contingent Beneficiary.

If none of the persons above are alive on the date of Owner's death, the Death Benefit will then be paid to Owner's estate.

If the designated Beneficiary, as determined above, is the Owner's surviving legal spouse, the legal spouse has the additional option to continue the contract as the Owner.

Your surviving legal spouse would then have all Ownership rights described in the contract.

If the legal spouse elects to continue the contract, he/she may not later decide to receive the Death Benefit.

At the Beneficiary's election, distribution of all or part of the Death Benefit, if any may be deferred to the extent allowed by law or IRS regulation.

B. Death Benefit Before the Start Date

When an Owner dies before the Start Date and while this contract is in force, the Contract Value will be paid to the Beneficiary as a Death Benefit.

If the first Owner listed on the contract is living and the Annuitant dies before the Start Date, we will automatically name the first Owner as the successor Annuitant. You may also surrender the contract.

If the Owner is a Non-Natural Person and the Annuitant dies before the Start Date, the Death Benefit will be paid to the Beneficiary.

C. Payment of Death Benefit

Before we pay the Death Benefit, we will require proof of death and the Beneficiary's written request for a single sum payment or an Annuity Payout of which we approve. If the Beneficiary elects a single sum payment of the Death Benefit, we will make payment immediately. If an Annuity Payout is requested, it may be any Annuity Payout available under Section 5.

Section 8 - Restrictions on Distributions

A. General

This section restricts how distributions may be made at death. It refers to IRC Section 72(s), and the regulations there under. This section modifies any other provision in the contract to the contrary.

B. Required Distributions Upon Death

If you die after distribution of your interest has commenced, but before the entire interest has been distributed, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used immediately preceding your death.

If you die before distribution has commenced or distribution has commenced for only a portion of your interest, the Death Benefit must be distributed within five (5) years of your death. However, proceeds which are payable to a named Beneficiary who is a Natural Person may be distributed in substantially equal installments over his/her lifetime or a period certain not exceeding the life expectancy of the Beneficiary provided such distribution commences not later than one year after your death occurred.

If you die either before or after distributions have commenced and the sole Beneficiary is your surviving spouse, he or she may continue the contract as Owner. If your surviving spouse chooses to continue the contract, all contract provisions will apply to him or her as if he or she were the original Owner. These provisions include application of the Early Withdrawal Charge shown in the Contract Data Page.

Section 9 - Amendment and Disclaimer

A. Amendment

By accepting this contract, you give us the right to amend the contract in order to include any future changes relating to this contract's remaining qualified for treatment as an annuity contract under the following:

1. The Code; and
2. IRS rulings, regulations, and requirements.

Any amendment to this contract will be filed with and approved by the appropriate state insurance department, if required, before becoming effective.

B. Disclaimer

We shall be under no obligation for any of the following:

1. To determine whether a Purchase Payment, distribution or transfer under the contract complies with the provisions, terms and conditions of each plan, if applicable, or with applicable law; or
2. For any tax penalties owed by any party resulting from failure to comply with the Code and IRS rulings, regulations, and requirements applicable to this contract.

Section 10 - Termination

Termination

This contract will end on the earliest of the following:

1. When the entire Withdrawal Value is withdrawn on or before the Start Date;
2. When the Contract Value is paid in a lump sum as the Death Benefit before the Start Date;

If permitted by law, we reserve the right to terminate the contract if you have not made a Purchase Payment for a period of two full consecutive years and any annuity benefits at the Start Date would be less than \$20 per month. In that situation, we will pay you the current Contract Value. When we terminate pursuant to this provision, we do not deduct any charges at withdrawal.

Section 11 - If Your Contract Is an IRA

A. General

If you purchased this contract as an Individual Retirement Annuity subject to Code Section 408(b)(IRA), refer to Contract Data Page, this Section applies and in the case of a conflict with any provisions in the contract this Section controls.

If you have questions about IRA requirements, consult your personal tax adviser.

B. Owner

For an IRA:

1. You must be the Annuitant.
2. Joint Ownership is not permitted.
3. You cannot name a different Owner for the contract.
4. The contract is established for your exclusive benefit and the exclusive benefit of your Beneficiaries.
5. You may not borrow money from the contract.
6. Your interest in the contract is non-transferable by you;
7. You cannot sell, assign, pledge, or use as collateral for a loan or as security for the performance of an obligation or for any other purpose, your interest in the contract to any person other than the issuer of the contract or to a spouse incident to a divorce under the provisions of Code Section 408(d)(6).
8. Your entire interest in the contract is nonforfeitable.

C. Contribution

(i) The contribution must be in cash or a cash equivalent. The contribution is subject to any limitations set forth in the contract.

Except in the case of a qualified rollover as permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10) or 457(e)(16), or 408(d)(3), or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Code Section 408(k), the contribution shall not exceed \$4,000 for the taxable year 2007, or \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under the Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

The contract shall accept a rollover contribution of an amount that is considered an eligible rollover distribution in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B). Such a rollover contribution may include an amount that would be otherwise includible in income (pre-tax contributions) or an amount that is not includible in income (post-tax contributions), or both. The contract shall not account for pre-tax and post-tax contributions separately.

(ii) Notwithstanding the previous sentence, if you are age 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2007 and years thereafter.

(iii) In addition to the amounts described in Sections 11(C)(i) and (ii) above, you may make a repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

(iv) In addition to the amounts described in Sections 11(C)(i) and (iii) above, if you were a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(c)(5)(C) you may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. If you make a contribution under this Section 11(C)(iv) you may not also make a contribution under Section 11(C)(ii).

No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.

No contribution may be made on your behalf for the tax year you reach age 70 1/2 and any year thereafter.

You have the sole responsibility for determining whether the contribution meets applicable income tax requirements.

If we receive a contribution greater than that permitted by law, you may make a written request to withdraw the excess in accordance with the Code, subject to applicable tax penalties.

D. IRA Distribution Requirements

All distributions will be made in accordance with the requirements of Code Section 408(b)(3) as amended and applicable regulations there under, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an Annuity Payout (except for any acceleration), then distribution of the interest in the IRA as described under this Section 11 (D) must satisfy the requirements of Code Section 408(a)(6) and the regulations there under, rather than this Section 11(D) and Sections 11(F) and (G).

You must elect to commence to be distributions of your entire interest no later than April 1 of the calendar year following the calendar year in which you attain age 70 1/2. An exception to this rule is that you may tell us in writing that you are using another acceptable source under federal law to meet distribution requirements.

The first required payment can be made as late as April 1 of the year following the year the individual attains age 70 1/2 and must be the payment that is required for one payment interval. Distributions for each calendar year after the year you become 70 1/2 (including the year of your required beginning date) must be made by each December 31.

You or your Beneficiary, as applicable have the sole responsibility for telling us when to begin distributions and requesting a distribution that complies with applicable law.

Such distribution will be payable in equal amounts, no less frequently than annually.

Distributions will be made:

1. In a lump sum;
2. Over your life;
3. Over the lives of you and your designated beneficiary;
4. Over a period certain not exceeding your life expectancy; or
5. Over a period certain not exceeding the joint and last survivor life expectancy of you and your designated beneficiary.

Distributions must be either non-increasing or they may increase only as provided in under applicable Federal Income Tax Regulations.

If your entire interest is to be distributed in other than a single lump sum, the minimum amount to be distributed each year will be determined according to Code Section 408(b)(3). The distribution will start on the required beginning date and will continue each year thereafter.

The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and 8 of Section 1.408-8 of the Income Tax Regulations and the actuarial present value of any additional benefits provided under this contract.

For purposes of distributions following your death, required distributions are considered to commence on your required beginning date or, if applicable, on the date distributions are required to begin to your surviving spouse under Section 11 (F)(2) below. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

E. Early Withdrawal Charges

Early Withdrawal Charges will be waived on the annual withdrawal in any Contract Year made to comply with the minimum distribution requirements of Code Section 401(a)(9) as amended, and any applicable regulations there under.

This waiver applies only to withdrawals needed for this contract to meet the minimum distribution requirements described in this Section 11.

F. Death Benefit Before the Required Start Date

Generally, if you die before required distributions have begun, the entire interest must be distributed no later than December 31 of the calendar year in which the fifth anniversary of your death occurs.

However, proceeds which are payable to a named Beneficiary who is a Natural Person may be distributed in equal installments over:

1. The lifetime of the Beneficiary; or
2. A period not exceeding the remaining life expectancy of the Beneficiary, provided such distributions begins no later than December 31 following the calendar year in which your death occurred with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following your death.

If the Beneficiary is your surviving legal spouse, he or she may elect to receive equal or substantially equal distributions over the life or life expectancy of the surviving legal spouse. Distribution to your surviving legal spouse must begin on or before the later of December 31 of the calendar year immediately following the calendar year in which you died or December 31 of the calendar year in which you would have attained age 70 1/2. If your surviving legal spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse or, if elected, will be distributed in accordance with Section 11 F above. If your surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

If the Beneficiary is your surviving legal spouse, the spouse may treat the contract as his or her own IRA. This election will be deemed to have been made if such surviving legal spouse makes a regular IRA contribution to the contract, makes a rollover to or from the contract or fails to elect to receive a distribution in accordance to the above provisions of this Section 11F applicable to a Beneficiary who is surviving legal spouse.

G. Death Benefit On or After the Required Start Date

If you die after required distributions of your interest have begun, the remaining portion of such interest will continue to be distributed under the contract option chosen.

H. Determining Life Expectancy For Distributions

Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in Section 11 F above and reduced by 1 for each subsequent year.

I. Disclaimer

We will be under no obligation for any of the following:

1. For any tax or tax penalties an Owner, Annuitant, or Beneficiary may owe resulting from failure to comply with the requirements imposed by the Code or by any other applicable federal or state law, rule or regulation;
2. To determine whether the contribution, distribution, or transfer under the contract complies with the provisions, terms, and conditions of any plan or with applicable law, rule or regulation;
3. To administer any plan, including, without limitation, any provisions required by the Retirement Equity Act of 1984;
4. To provide any notification or reports required to be made by an employer or any other entity;
5. To verify or make provisions to ensure that the contribution was received by us within any deadlines prescribed by law or otherwise; or
6. To effect the correction of any excess contribution.

A. General

If you purchased this contract as an Individual Retirement Annuity subject to Code Section 408(A)(ROTH IRA), refer to Contract Data Page, this Section applies and in the case of a conflict with any provisions in the contract this Section controls.

If you have questions about ROTH IRA requirements, consult your personal tax adviser.

B. General Contribution Rules

Contributions are subject to the limitations described below. You may make contributions after you have attained age 70 1/2. Other than conversion IRA's or rollover contributions, only cash contributions will be accepted. Qualified rollover contributions, as defined in Code Section 408(A)(e), conversions and transfers from other ROTH IRA's will be accepted. All contributions are subject to any limitations set forth in the contract. No other contributions will be accepted.

C. Limitations on Contributions

Contributions to the contract, other than rollover contributions or transfers, may not exceed such dollar amounts as permitted under Code Section 219(b)(5)(A) or any higher limit allowed by law for any taxable year. Notwithstanding the previous sentence, an Owner aged 50 or older may make catch-up contributions to the contract over and above the maximum contribution amount otherwise permitted each year to the extent permitted under Code Section 219(b)(5)(B). Active participation (as defined in Code Section 219(g) in an employer's qualified plan does not reduce the amount of your permissible contribution.

D. Required Distributions

You may begin distributions from your ROTH IRA during your lifetime, although you are not required to. Upon your death, distributions must be paid to your Beneficiary as follows:

- A. If your surviving spouse is not your sole Beneficiary, the remaining interest in your contract must be redistributed. The Beneficiary must elect to take his or her distribution in one of the following ways:
1. The Beneficiary's entire interest must be distributed by December 31 of the year containing the fifth anniversary of your death.
 2. The Beneficiary's entire interest must be distributed over a period not exceeding his or her life expectancy. If this alternative is selected, payments must begin by December 31 of the year following your death. Use the following method to calculate the minimum annual payment under this alternative:

Obtain the value of your entire interest in the contract as of close of business December 31 of the preceding year.

Divide this value by the life expectancy of the Beneficiary using his or her attained age. The attained age is the Beneficiary's age as of his or her birthday in the year distributions must begin.

Subtract one for each subsequent year.

Life expectancy will be determined in accordance with Code Section 401(a)(9) and applicable regulations thereunder.
 3. If your surviving spouse is the sole Beneficiary, no distribution is required at your death. The surviving spouse may choose to become the Owner of your contract.
- B. Notwithstanding the above, distributions will be made to your Beneficiary in accordance with IRS rules for minimum required distributions in accordance with Code Section 401(a)(9) as amended, and any applicable regulations there under.

E. No Option Chosen

If no form of payment to the Beneficiary is chosen, we will pay the death proceeds in a lump sum to whomever is entitled to them.

F. Penalty for Premature Distributions

If distributions under this contract are not "qualified distributions", a penalty tax may result. Qualified distributions are defined at Code Section 408(A)(d) and other applicable rules.

G. Non-Transferability

Neither you nor your Beneficiary may transfer or assign your contract.

H. Ownership Interest

Your Ownership interest in your contract is nonforfeitable.

I. Reports

We will send you annual information as required under the Code.

J. Disclaimer

Notwithstanding anything else in the contract, the provisions of this Section are controlling. Other provisions not consistent with Code Section 408(A), related regulations, and other published guidance, will be invalid. All other terms and conditions of the contract remain unchanged. If any provisions of this Section conflict with any provision of the Code applicable to 408(A) annuities, the Code provisions will govern.

You are responsible for compliance with Code requirements relating to a ROTH IRA. We are not liable for any tax penalties on amounts paid out or applied to the contract.

**INDIVIDUAL FIXED DEFERRED
ANNUITY CONTRACT**

Nonparticipating

ANNUITY PAYABLE AT START DATE
SINGLE PURCHASE PAYMENT

NOTICE

To make a Purchase Payment, make a claim,
or exercise your rights under this contract, please write or call us at:

ING SERVICE CENTER

P.O. Box 5050
Minot, North Dakota 58702-5050
877-884-5050

Please include your contract number in all correspondence.

RELIASTAR LIFE INSURANCE COMPANY

A Stock Company
20 Washington Avenue South
Minneapolis, Minnesota 55401

ING SERVICE CENTER

2000 21st Avenue NW
Minot, North Dakota 58703

<i>SERFF Tracking Number:</i>	<i>HRTD-125704363</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ReliaStar Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39757</i>
<i>Company Tracking Number:</i>	<i>149990-08, ET AL</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>149990-08, et al</i>		
<i>Project Name/Number:</i>	<i>149990-08, et al/149990-08, et al</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	HRTD-125704363	State:	Arkansas
Filing Company:	ReliaStar Life Insurance Company	State Tracking Number:	39757
Company Tracking Number:	149990-08, ET AL		
TOI:	A021 Individual Annuities- Deferred Non-Variable	Sub-TOI:	A021.003 Single Premium
Product Name:	149990-08, et al		
Project Name/Number:	149990-08, et al/149990-08, et al		

Supporting Document Schedules

	Review Status:	
Satisfied -Name:	Certification/Notice	06/20/2008
Comments:		
Attachment:		
AR CERT.pdf		

	Review Status:	
Satisfied -Name:	Application	06/20/2008
Comments:		
Attachment:		
137354.pdf		

	Review Status:	
Satisfied -Name:	Life & Annuity - Actuarial Memo	06/20/2008
Comments:		
Attachments:		
149990-08 Actuarial Reserve Memo.pdf		
149991-08 Actuarial Reserve Memo.pdf		

	Review Status:	
Satisfied -Name:	Cover Letter	06/25/2008
Comments:		
Attachment:		
Arkansas.pdf		

	Review Status:	
Satisfied -Name:	Statement of Variability	06/25/2008
Comments:		
Attachments:		
149990-08 SOV TSA Contract.pdf		
149991-08 SOV IRA-NQ Contract.pdf		

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

CARRIER: ReliaStar Life Insurance Company

FORM NUMBER(S)

FORM TITLE(S)

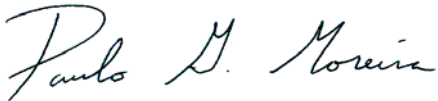
149990-08

Individual Fixed Deferred Annuity Contract

149991-08

Individual Fixed Deferred Annuity Contract

I hereby certify that to the best of my knowledge and belief the above form submission complies with Rule and Regulation 19s10 as well as all applicable requirements for the State of Arkansas.



Signature of Officer or Representative

Paulo G Moreira

Name

Contract Consultant

Title and/or Business Affiliation

06/25/2008

Date

FIXED ANNUITY APPLICATION

ReliaStar Life Insurance Company
 A member of the ING family of companies
 Home Office: 20 Washington Avenue South, Minneapolis, MN 55401-1900
 ING Service Center Mailing Address: P.O. Box 5050, Minot, ND 58702-5050

**1. ANNUITANT** (Must be the same as Owner for TSA, IRA, Roth IRA, or Roth 403(b).)

Name _____ Birth Date _____
 Street Address (required) _____ SSN _____
 P.O. Box (if applicable) _____ Sex ☐ Male ☐ Female
 City _____ Phone (____) _____
 State _____ ZIP _____ Alternate Phone (____) _____

Joint Annuitant (Available only for ING MVA and ING StrataFlex non-qualified products.)

Name _____ Birth Date _____
 Street Address (required) _____ SSN _____
 P.O. Box (if applicable) _____ Sex ☐ Male ☐ Female
 City _____ Phone (____) _____
 State _____ ZIP _____ Alternate Phone (____) _____

2. OWNER (If applicable to selected contract and if different than Annuitant. If a non-natural owner, please provide proper documents; e.g., first and last page of trust, corporate resolution, etc.)

Name _____ Birth Date _____
 Street Address (required) _____ SSN/TIN _____
 P.O. Box (if applicable) _____ Sex ☐ Male ☐ Female
 City _____ Phone (____) _____
 State _____ ZIP _____ Alternate Phone (____) _____

Joint Owner (Available only for ING MVA and ING StrataFlex non-qualified products.)

Name _____ Birth Date _____
 Street Address (required) _____ SSN/TIN _____
 P.O. Box (if applicable) _____ Sex ☐ Male ☐ Female
 City _____ Phone (____) _____
 State _____ ZIP _____ Alternate Phone (____) _____

3. BENEFICIARY(S) (Must be completed.) **Beneficiary proceeds will be split equally if no percentages are provided.**
Note: For Non-qualified contracts, if there are Joint Owners, death proceeds are paid first to the surviving Joint Owner.**Primary Beneficiary**

Name _____ Birth Date _____ Percent _____ %
 SSN/TIN _____ Relationship to Annuitant _____
 Address _____

☐ Primary ☐ Contingent Beneficiary

Name _____ Birth Date _____ Percent _____ %
 SSN/TIN _____ Relationship to Annuitant _____
 Address _____

Please use the space in section 4 if you need to list more Beneficiaries. Be sure to designate whether additional Beneficiaries are Primary or Contingent.

4. SPECIAL INSTRUCTIONS (If necessary, attach a signed sheet containing any additional instructions.)

5. PRODUCT SELECTION AND PLAN TYPE

All products and plan types may not be available in all states.

Place a check mark in the box corresponding to your product and plan type selection.

Product/Plan Type	TSA <input type="checkbox"/> ERISA	Roth 403(b) <input type="checkbox"/> ERISA	457	Non-Qualified	IRA	SEP-IRA	Roth IRA
ING MVA		N/A					
ING Premier		N/A					
ING Premier 3		N/A					
ING Premier 5		N/A	N/A				
ING Premier Flex							
ING QuintaFlex (Indiv)			N/A				
ING QuintaFlex (Grp)		N/A		N/A	N/A	N/A	N/A
ING Retirement Plus (Indiv)			N/A				
ING Retirement Plus (Grp)		N/A		N/A	N/A	N/A	N/A
ING StrataFlex		N/A					
Other: _____							

If you have elected a Roth 403(b), please indicate the first year you made a contribution to any previously established Roth 403(b) account in your employer's plan: _____. If no year is provided, we will use the first year a payment is applied to this contract.

If you selected a Market Value Adjusted (MVA) Annuity, please check one duration period (years) below:

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

6. REPLACEMENT (Must be completed.)

Do you have any existing life insurance policies or annuity contracts?

☐ **Yes (Please continue below.)** ☐ **No (Continue to next section.)**

If you answered "Yes" to the above question and you reside in a state that has implemented Model Replacement Regulation, your agent is required to present and read an "Important Notice" to you and obtain additional information.

For all other states, please answer the following questions to determine if a replacement will take place.

- Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the new insurer, or otherwise terminating an existing policy or contract?
☐ Yes ☐ No
- Are you considering using funds from your existing policies or contracts to pay premiums due on this new contract?
☐ Yes ☐ No

If you answered "Yes" to question 1 or 2 above, please complete and return with this application a copy of your state's replacement form(s) as provided by your agent.

7. EMPLOYER (If applicable.)

Employer Name _____

Contact Name _____ Phone _____

Mailing Address _____

City _____ State _____ ZIP _____

8. PAYMENT AND BILLING INFORMATION (Please select all options that apply.)

Initial Purchase Payment will be made by:

☐ Check (attached) \$ _____ ☐ Other Source of Payment \$ _____
Applicable Tax Year (IRA/Roth IRA only): _____ Describe: _____

☐ Transfer/Rollover (Complete information below.)

Transfer/Rollover #1:

Check is enclosed? ☐ Yes ☐ NoAcceptance Letter required? ☐ Yes ☐ No

Payer _____ Policy # _____ Amount \$ _____

Transfer/Rollover #2:

Check is enclosed? ☐ Yes ☐ NoAcceptance Letter required? ☐ Yes ☐ No

Payer _____ Policy # _____ Amount \$ _____

Premium Payments (The Company does not accept premium payments or loan repayments using money orders for amounts over \$5000.00 and may reject payments made by cashier's check, bank drafts, bank checks and treasurer's checks. All premium checks must be made payable to ReliaStar Life Insurance Company.)

☐ Monthly Electronic Fund Transfer (EFT). (Does not apply to TSA. Attach EFT request.)

Who will make premium payment? Payment Amount X # of Payments = Annual Premium 1st Remittance Date

1. ☐ Employee ☐ Employer

1. _____ \$ _____

2. ☐ Employee ☐ Employer

2. _____ \$ _____

Total Annual Premium (12-month Period Only) \$ _____**A Salary Reduction Agreement or Amendment to Employment Contract is required for 403(b), Roth 403(b) and 457 plans.**

Number of Payments Annually

(Circle appropriate number or fill in other amount in the blank.)

Months In Which No Payment Occurs

(Cross out months no payment will occur.)

1	2	4	9	10	12	20	22	24	26		J	F	M	A	M	J	J	A	S	O	N	D
---	---	---	---	----	----	----	----	----	----	--	---	---	---	---	---	---	---	---	---	---	---	---

Please use the space in section 4 if you have any special instructions.**9. STATE REQUIRED NOTICES**

Below are notices that apply only in certain states. Please read the following carefully to see if any apply in your state.

Arizona: On receiving your written request, we will provide you with information regarding the benefits and provisions of the annuity contract for which you have applied. If you are not satisfied, you may cancel your contract by returning it within 20 days after the date you receive it. Any premium paid for the returned contract will be refunded without interest.

California Reg. 789.8: The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

New Jersey: Any person who includes any false or misleading information on an application for an annuity is subject to criminal and civil penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Virginia: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Arkansas, Washington D.C., Hawaii, Louisiana, Maine, New Mexico, Oklahoma, and Tennessee: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

10. APPLICANT SIGNATURES AND ACKNOWLEDGEMENTS *(Please read carefully and sign below.)*

Important Information: To help the government fight the funding for terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you apply for an annuity, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

I agree that, to the best of my knowledge and belief, all statements and answers in this form are complete and true and may be relied upon in determining whether to issue the applied for fixed annuity. Only the owner and ReliaStar Life Insurance Company have the authority to modify this form. I also represent that the Social Security Number or Tax Identification Number shown on this form is correct.

Make checks payable **ONLY** to ReliaStar Life Insurance Company. Do not make checks payable to the agent, an agency or another company. Only the President, Vice President, or Secretary of ReliaStar Life Insurance Company may modify, discharge or waive any of its rights under the contract.

ING MVA ANNUITY ONLY: Amounts are subject to a Market Value Adjustment prior to a date specified in the contract. The contract for which I am applying contains a Market Value Adjustment that may increase or decrease the values in the contract.

Signed at (city, state) _____ Date (required) _____

Annuitant Signature _____

Joint Annuitant Signature (if applicable) _____

Owner Signature (if different from Annuitant) _____

Joint Owner Signature (if applicable) _____

If this application is signed in a state other than the Owner's resident state, please indicate the reason in section 4.

11. AGENT INFORMATION AND SIGNATURE

Do you have reason to believe that the contract applied for will replace any existing annuity or life insurance coverage?

☐ Yes ☐ No *(If "Yes", complete and attach a copy of any state replacement forms that apply.)*

By signing below you certify: 1) any sales material was shown to the applicant and a copy was left with the applicant, 2) you used only insurer-approved sales material, 3) you have not made statements that differ from the sales material, and 4) no promises were made about the future value of any contract elements that are not guaranteed. *(If applicable to your contract, this includes any expected future index gains that may apply.)*

Customer Identification *(Choose one.)*

- ☐ I certify that I personally met with the proposed owner(s) and reviewed government issued identification documents. To the best of my knowledge it accurately reflects the identity of the proposed owner(s).
- ☐ I was unable to personally review the customer's identification documents for the reason stated below. I certify that, to the best of my knowledge, the information provided by the owner(s) is true and accurate.

Reason _____

Note: Failure to review the identification documents may delay the application process. The agent or owner may be contacted to provide additional information to validate the identity above.

I understand that misrepresentations in connection with this or other certifications in the Company's application documents may result in disciplinary action, termination, civil action, or prosecution for violation of state or federal criminal laws.

Compensation Alternative *(Choose one. If no choice is made, Option A will be the default. Please verify which options are available.):*

☐ Option A ☐ Option B ☐ Option C ☐ Option D ☐ Option I ☐ HiLo ☐ Other _____

Please note: Compensation will be split equally if no percentages are indicated. Partial percentages will be rounded up. Agent #1 will be given the highest percentage in the case of unequal percentages. Agent #1 will receive all correspondence regarding the contract.

Agent #1

Name (print) _____ Split _____ %

Signature _____

Agent Number _____ State License # _____

Agent #2 (Optional)

Name (print) _____ Split _____ %

Signature _____

Agent Number _____ State License # _____

Actuarial Memorandum Individual Fixed Deferred Annuity Contract

Reliastar Life Insurance Company
Contract Form Number: 149990-08

This actuarial memorandum describes the reserving practices of Reliastar Life Insurance Company (RLIC) for contracts issued affected by this filing.

The reserves are computed in accordance with the Commissioner's Annuity Reserve Valuation Method (CARVM) for deferred annuities.

The reserves held are at least as great as the present value of future guaranteed benefits at the end of each contract year. The present value calculation uses the mortality tables and valuation interest rates prescribed by the NAIC.

The annuity plan type for guaranteed amounts withdrawable by the policyholder at book value less the deferred sales charge is Plan Type C using the Issue Year valuation basis without interest guarantees on considerations received more than one year after issue.

For this individual fixed deferred annuity contract form, the death benefit is valued per Actuarial Guideline 33 using Plan Type A valuation interest rates on an Issue Year basis without future interest guarantees and the Annuity 2000 Mortality table.

The annuity plan type for annuitization benefits is the SPIA rate of interest. The mortality basis for annuitization is the Annuity 2000 table.

In the CARVM calculations, the determination of the future guaranteed benefits includes any contractual waivers of the surrender charge and annuitization benefits.

The approach described above is in compliance with the Standard Valuation Law for annuities.

The Company annually performs asset adequacy testing to ensure that the reserves are adequate.

I am available to discuss this memorandum at the address and phone number listed below.



Scott Niel Shepherd, FSA, MAAA
Actuary - ING Life Insurance and Annuity Company
One Orange Way, A3N
Windsor, Connecticut 06095
860-580-1753

July 22, 2008

Actuarial Memorandum Individual Fixed Deferred Annuity Contract

Reliastar Life Insurance Company
Contract Form Number: 149991-08

This actuarial memorandum describes the reserving practices of Reliastar Life Insurance Company (RLIC) for contracts issued affected by this filing.

The reserves are computed in accordance with the Commissioner's Annuity Reserve Valuation Method (CARVM) for deferred annuities.

The reserves held are at least as great as the present value of future guaranteed benefits at the end of each contract year. The present value calculation uses the mortality tables and valuation interest rates prescribed by the NAIC.

The annuity plan type for guaranteed amounts withdrawable by the policyholder at book value less the deferred sales charge is Plan Type C using the Issue Year valuation basis without interest guarantees on considerations received more than one year after issue.

For this individual fixed deferred annuity contract form, the death benefit is valued per Actuarial Guideline 33 using Plan Type A valuation interest rates on an Issue Year basis without future interest guarantees and the Annuity 2000 Mortality table.


The annuity plan type for annuitization benefits is the SPIA rate of interest. The mortality basis for annuitization is the Annuity 2000 table.

In the CARVM calculations, the determination of the future guaranteed benefits includes any contractual waivers of the surrender charge and annuitization benefits.

The approach described above is in compliance with the Standard Valuation Law for annuities.

The Company annually performs asset adequacy testing to ensure that the reserves are adequate.

I am available to discuss this memorandum at the address and phone number listed below.



Scott Niel Shepherd, FSA, MAAA
Actuary - ING Life Insurance and Annuity Company
One Orange Way, A3N
Windsor, Connecticut 06095
860-580-1753

July 22, 2008



Americas

Paulo G Moreira
Contract Consultant
US Legal Services - Contract Filing
One Orange Way
Windsor, CT 06095
Phone: 860-580-2827
Fax: 860-580-4844
Email: Paul.Moreira@us.ing.com

July 28, 2008

Mr. John Shields
Life, A & H Filings
Arkansas Insurance Department
1200 W. Third Street
Little Rock, AR 72201-1904

RE: RELIASTAR LIFE INSURANCE COMPANY, NAIC #229-67105, FEIN # 41-0451140
Form No. 149990-08 Individual Deferred Annuity Contract
Form No. 149991-08 Individual Deferred Annuity Contract

On behalf of Reliastar Life Insurance Company, I am filing the above-mentioned forms for approval. These are new forms and are not intended to replace any other forms currently filed with your Department. We will apply our Company's normal underwriting rules without discrimination to all sales. Solicitation will be by Company representatives and by authorized broker dealers with whom the Company has selling agreements. The forms are in final printed form, subject to only minor modifications in paper size and stock, ink, border, company logo, adaptation to computer printing, and possible addition of a barcode.

Form Numbers 149990-08 and 149991-08 are individual deferred annuity contracts. These contracts were designed as single purchase payment annuities offering only fixed accumulation and fixed annuitization provisions. Form 149990-08 has designed to be used in the 403(b) market while Form 149991-08 was designed for use as a non qualified annuity or a traditional or ROTH IRA.

These contracts guarantee a fixed interest rate for the purchase payment for an initial guaranteed rate period of a stated period of time (currently 5 years) and also includes a guaranteed minimum interest rate throughout the accumulation period (i.e. prior to annuitization) in accordance with the 2003 version of the NAIC Model Standard Nonforfeiture Law for Individual Deferred Annuities (SNLIDA). We reserve the right to set contractual guaranteed minimum interest rates at a rate that is higher than the resulting SNLIDA rate. There is also a first year bonus rate (a "First Year Guaranteed Credited Interest Rate Enhancement") on the purchase payment.

The Fixed annuity application form 137354 previously approved by your department on 12/16/05 will be used for these contracts. The application may be completed and submitted to the Company in either a paper or an electronic format.

The submitted forms were designed to be as easy to read as possible. The Contract forms 149990-08 and 149991-08 including the Data Pages, have achieved Flesch reading ease scores of **50.0 and 50.4** respectively.

We would like to begin issuing these forms as soon as possible; therefore your earliest review would be appreciated. If there are any questions or comments regarding this filing, please do not hesitate to contact me at (860) 580-2827, toll free at (800) 654-8065 (Ext. 5802827) or email me at Paul.Moreira@us.ing.com.

Thank you for your consideration.

Sincerely,

Paulo G Moreira, Contract Consultant

MEMORANDUM OF VARIABLE MATERIAL
for
Form No. 149990-08 Tax-Sheltered Fixed Annuity Contract, including:
• **Data Page 149990-08 DP**

Reference	Variable Material	Bracketed Text	Explanation
CONTRACT 149990-08 DP Data Page	Contract Information	Specimen information	Specimen information is shown within brackets in order to denote customer-specific information that will be entered at time of contract issuance.
CONTRACT Data Pages 149990-08 DP	Minimum Single Purchase Payment	\$5,000 - \$50,000	The range is \$5,000 to \$50,000 for the Minimum Single Purchase Payment we will accept for this product. The current Minimum Single Purchase Payment required is \$25,000 and that figure will appear on the Contract Data Page without brackets upon issuance to a customer. The Company would like to reserve the right to reduce the Minimum Single Purchase Payment, prospectively, to an amount as low as \$5,000 or to increase it as high as \$50,000. We may do this if we decide to limit or expand the product's availability to new sales based on market conditions. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time.
CONTRACT Data Pages 149990-08 DP	Maximum Purchase Payment Without Prior Approval	\$250,000 - \$500,000	The range is \$250,000 to \$500,000 for the Maximum Purchase Payment Without Prior Approval we will accept for this product. The current Maximum Purchase Payment Without Prior Approval required is \$250,000 and that figure will appear on the Contract Data Page without brackets upon issuance to a customer. The Company would like to reserve the right to increase the Maximum Purchase Payment Without Prior Approval, prospectively, to an amount as high as \$500,000. We may do this if we decide to expand the product's availability to customers who want to invest more than the previously established minimum. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time.
CONTRACT Data Pages 149990-08 DP	Guaranteed Minimum Interest Rate	1.00% - 3.00%	The range may fluctuate in accordance with the 2003 version of the NAIC Model Standard Nonforfeiture Law for Individual Deferred Annuities (SNLIDA). At the time of contract issuance, the actual guaranteed minimum interest rate will be displayed on the Contract Data Page, and that rate, always at least 1% and a maximum of 3%, will be set for the life of the contract. In no event will the rate displayed cause the surrender values to be less than the SNLIDA requirements.

MEMORANDUM OF VARIABLE MATERIAL (Continued)
for
Form No. 149990-08 Tax-Sheltered Fixed Annuity Contract, including:
• **Data Page 149990-08 DP**

Reference	Variable Material	Bracketed Text	Explanation
CONTRACT Data Pages 149990-08 DP	Initial Guaranteed Credited Interest Rate	1.00%	Denotes the initial interest rate for the single purchase payment for the applicable term (see “Initial Guaranteed Credited Interest Rate Period” below). The Initial Guaranteed Credited Interest Rate will never be lower than 1% which is the lowest end of range of the NAIC Model (SNLIDA) as indicated above. Upon issuance of the contract, the then current interest rate will appear on the Contract Data Page, without brackets, and will be in effect for the entire duration of the “Initial Guaranteed Credited Interest Rate Period”. We may credit a higher Initial Guaranteed Credited Interest Rate for a purchase payment over a certain amount. The rate displayed will never cause the surrender values to be less than the nonforfeiture requirements of SNLIDA. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time.
CONTRACT Data Pages 149990-08 DP	Initial Guaranteed Credited Interest Rate Period	5 years	Number of years inserted will denote the length of the term for the Initial Guaranteed Credited Interest Rate Period. The term option will initially be for a period of 5 years. Upon issue, the Contract Data Page will reflect only the period applicable to that Contract Owner. The Company would like to reserve the right to reduce the term option, prospectively, to a term period as low as 3 years, as well as offer, prospectively, the customer the choice between multiple guarantee term options, such as 3 or 5 years. We may do this if we decide to expand the product’s availability to customers who want to invest for a shorter term period than the previously established minimum. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination.
CONTRACT Data Pages 149990-08 DP	First Year Guaranteed Credited Interest Rate Enhancement	1.00% - 3.00%	Denotes the possible range for the First Year Guaranteed Credited Interest Rate Enhancement that is, when applicable, added to the Initial Guaranteed Credited Interest Rate for the first year only of the applicable term. As stated on the Contract Data Page, the first year rate enhancement is not applicable to the Modified Repurchased Contract. The variability on the rate shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time.

MEMORANDUM OF VARIABLE MATERIAL
for
Form No. 149991-08 Tax-Sheltered Fixed Annuity Contract, including:
• **Data Page 149991-08 DP**

Reference	Variable Material	Bracketed Text	Explanation
CONTRACT 149991-08 DP Data Page	Contract Information	Specimen information	Specimen information is shown within brackets in order to denote customer-specific information that will be entered at time of contract issuance.
CONTRACT Data Pages 149991-08 DP	Minimum Single Purchase Payment	\$5,000 - \$50,000	The range is \$5,000 to \$50,000 for the Minimum Single Purchase Payment we will accept for this product. The current Minimum Single Purchase Payment required is \$25,000 and that figure will appear on the Contract Data Page without brackets upon issuance to a customer. The Company would like to reserve the right to reduce the Minimum Single Purchase Payment, prospectively, to an amount as low as \$5,000 or to increase it as high as \$50,000. We may do this if we decide to limit or expand the product's availability to new sales based on market conditions. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time.
CONTRACT Data Pages 149991-08 DP	Maximum Purchase Payment Without Prior Approval	\$250,000 - \$500,000	The range is \$250,000 to \$500,000 for the Maximum Purchase Payment Without Prior Approval we will accept for this product. The current Maximum Purchase Payment Without Prior Approval required is \$250,000 and that figure will appear on the Contract Data Page without brackets upon issuance to a customer. The Company would like to reserve the right to increase the Maximum Purchase Payment Without Prior Approval, prospectively, to an amount as high as \$500,000. We may do this if we decide to expand the product's availability to customers who want to invest more than the previously established minimum. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time.
CONTRACT Data Pages 149991-08 DP	Guaranteed Minimum Interest Rate	1.00% - 3.00%	The range may fluctuate in accordance with the 2003 version of the NAIC Model Standard Nonforfeiture Law for Individual Deferred Annuities (SNLIDA). At the time of contract issuance, the actual guaranteed minimum interest rate will be displayed on the Contract Data Page, and that rate, always at least 1% and a maximum of 3%, will be set for the life of the contract. In no event will the rate displayed cause the surrender values to be less than the SNLIDA requirements.

MEMORANDUM OF VARIABLE MATERIAL (Continued)
for
Form No. 149991-08 Tax-Sheltered Fixed Annuity Contract, including:
• **Data Page 149991-08 DP**

Reference	Variable Material	Bracketed Text	Explanation
CONTRACT Data Pages 149991-08 DP	Initial Guaranteed Credited Interest Rate	1.00%	Denotes the initial interest rate for the single purchase payment for the applicable term (see “Initial Guaranteed Credited Interest Rate Period” below). The Initial Guaranteed Credited Interest Rate will never be lower than 1% which is the lowest end of range of the NAIC Model (SNLIDA) as indicated above. Upon issuance of the contract, the then current interest rate will appear on the Contract Data Page, without brackets, and will be in effect for the entire duration of the “Initial Guaranteed Credited Interest Rate Period”. We may credit a higher Initial Guaranteed Credited Interest Rate for a purchase payment over a certain amount. The rate displayed will never cause the surrender values to be less than the nonforfeiture requirements of SNLIDA. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time.
CONTRACT Data Pages 149991-08 DP	Initial Guaranteed Credited Interest Rate Period	5 years	Number of years inserted will denote the length of the term for the Initial Guaranteed Credited Interest Rate Period. The term option will initially be for a period of 5 years. Upon issue, the Contract Data Page will reflect only the period applicable to that Contract Owner. The Company would like to reserve the right to reduce the term option, prospectively, to a term period as low as 3 years, as well as offer, prospectively, the customer the choice between multiple guarantee term options, such as 3 or 5 years. We may do this if we decide to expand the product’s availability to customers who want to invest for a shorter term period than the previously established minimum. Such variability shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination.
CONTRACT Data Pages 149991-08 DP	First Year Guaranteed Credited Interest Rate Enhancement	1.00% - 3.00%	Denotes the possible range for the First Year Guaranteed Credited Interest Rate Enhancement that is, when applicable, added to the Initial Guaranteed Credited Interest Rate for the first year only of the applicable term. As stated on the Contract Data Page, the first year rate enhancement is not applicable to the Modified Repurchased Contract. The variability on the rate shall be administered in a uniform and nondiscriminatory manner and shall not result in unfair discrimination. Only one product variation will be made available in the market at any one time.